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THE CANAL FRAUDS.

THE STORY OF THE SNOOK CONTRACT.

HOW MR. SNOOK WENT TO ALBANY TO GET A CLAIM PAID—THE GENTLEMAN HE MET THERE, AND THE INFORMATION HE RECEIVED ABOUT HIS CHANCES FOR PAYMENT—WHAT GREW OUT OF IT—THE SUIT OF SNOOK AGAINST LORD AND CRANNELL.

Special Dispatch to the New-York Times.

ALBANY, March 30.—It is now considerably less than a week sinc Jarvis Lord, the Canal Senator, appended to his boast that he was a member of the Canal Ring a demand for an investigation, in order that it might be clearly shown to the world what an inestimable boon to the overburdened tax-payers of the State the organization of which he was the admitted chief had been. Since then, though not entirely in obedience to this modest request, THE TIMES has devoted considerable attention to the financial history of the Lord family, and the result has been the unearthing of several small matters which, if not entirely creditable, were yet very interesting and instructive. One of these little transactions which THE TIMES had the incivility to hold up to the gave of the unsympathetic world, was the connection of Jarvis Lord and his son with the Hand contract, a transaction in which for hire the latter prostituted his official functions, and the former gave the lie to the old adage, "Honor among thieves," by endeavoring to cheat the contractor, with whom he entertained a confidential relation similar to that of an attorney to client.

Jarvis Lord's connection with the Snook contract is of a very similar character. The story is substantially as follows: In 1868 Clark Snook, a resident of Fayetteville, N. Y., held a contract by which he was to repair all breaches on Superintendent Section No. 2 of the Champlain Canal at his own individual expense, if the necessary expenditure was less than $7,000, but if it exceeded that sum the excess was to be refunded to him by the State. This being the contract, a freshet occurred on the 13th of September in the year named, and a breach was occasioned which it cost more than $7,000 to repair. The excess of the cost above $7,000 was, of course, paid to Snook, but he, like the others who held similar contracts was not satisfied with receiving the sum legally and equitably called for by his agreement, and so he cast about for some method by which he could "realize" the $7,000 which the State was to deduct from the cost of such repairs. The simplest method was the passage of a special act, and accordingly one was passed "for the relief of Clark Snook" on the 14th day of February, 1871, which act directed the Canal Board to pay to him $7,000 and interest, if the facts presented should be such as would establish a legal liability against the State. The "if" was fatal, and under this act Snook could not and did not get his money. However, he did not despair, but on the 17th day of November, 1871, packed his carpet bag, and went to Albany to try the second string to his bow, which was a general act, passed two months after the one mainly put through for his special relief, and directing the Canal Board to pay to all contractors who were situated as Snook was the $7,000 which his unaided efforts had been unable to realize. The dishonest character of this general act of April 20, 1871, which appropriated in the aggregate $1,700,000 is transparent. Its effect was to give to every contractor who was so fortunate as to repair a breach, at an expense of more than $7,000, a gratuity of that sum for which he had expressly with open eyes agreed that the State should in no case be liable. Still, the passage of the act was a fact, and on Nov. 17, 1871, as already stated, Clark Snook came on to Albany to collect his modest claim. For this purpose he went to the Canal Commissioners' office, and while waiting there he was accosted by a man whom be familiarly calls "Billy" Crannell. "Billy" had been in the milling business, and was afterward a mail'ster in partnership with George D. Lord, "the silent;" but at this particular time he was spending the Winter in Albany, which, strangely enough, he found to be a very remunerative occupation. Crannell opened the conversation by saying to Snook that if he would sign a receipt for the draft, without which receipt the Commissioners would not sign the latter document, he would hand the draft to Senator Jarvis Lord, who would get it signed by Mr. Chapman, the Commissioner then having the matter in charge, and would return it in an hour. Snook was appalled at so much circumlocution, and surprised that a comparative stranger should take so much interest in his affairs, so he asked Crannell what he had to do with the matter. That gentleman replied that the two Lords—father and son—had been to considerable expense and trouble to get the general act passed, and that, therefore, they claimed a commission on all payments under it, of which ten per cent was deducted for his personal services as agent. It was further intimated very generally that no payments would be made under the act unless some "influence" was used, and more especially that Jarvis Lord's request to the Commissioner was as necessary to the payment of the claims as was the latter's signature to the draft. Mr. Snook, being a canal contractor, may fairly be supposed to have known a thing or two; but even he must have opened his eyes at the obstacle of a lobbyist claiming, on behalf of a State officer, a commission on all payments made under a general act, on the specific grounds that his influence had passed the act; and, furthermore, at discovering that a high officer of the State was, while sitting in the Senatorial circle, not above accepting a pecuniary equivalent for using his official position to advance the payment of dishonest, if not illegal, claims. Snook saw the point, and promised Crannell that if "Old Jarve Lord" would procure the draft to be signed, and would return it within an hour, he [Snook] would pay to Crannell $1,000. Crannell promised that Lord would do so, and thereupon Snook signed the receipt and gave it to Crannell. He passed it to Jarvis Lord, and Lord gave it to Commissioner Chapman, who appended his signature. But Lord did not then return the draft. This troubled Snook, and when, in the afternoon of the same day, he met the Senator at the Delavan House, he asked him if he understood the arrangement, and if the draft was signed. Lord replied that the draft was signed, but that the Commissioner was at his office entering it in his books, and he promised to return the document by 3 o'clock. But 3 o'clock came and passed and he had not yet returned it, and even when Snook met him some weeks afterward he still did not have the draft, and only promised to "straighten all that out satisfactory." But Snook, to whom the money was due, if to anybody, has not obtained the money yet—four years after the date of the transaction. The following is the reason: The receipt for the draft and the draft itself were printed on the same slip of paper, and when Snook signed the receipt he also, by mistake, indorsed the draft, thus making it like an indorsed check, negotiable and payable to bearer. Of course this did not escape the attention of two such men as Crannell and Lord, and accordingly the draft was never returned to Snook, as had been agreed, but was disposed of by Lord in the Bank of Monroe, of which he is President, to the credit of Crannell. The latter has, of course, been repeatedly urged to the payment of the money, but he resists on the ground that Snook, beside promising him $1,000, also promised him $1,480 in interest. Despairing of relief from Crannell, Snook, finding his requests in vain, brought suit against Jarvis Lord in the Supreme Court of Onondaga, when he told substantially the story above given. The only other two witnesses were Lord and Crannell, and they denied the whole arrangement in toto. They could not, indeed, deny the delivery of the draft by Snook to Crannell, by Crannell to Lord, and by Lord to Chapman, and neither could they deny the payment of the money on the draft to Crannell; but they did deny that any such conversations had occurred as those above narrated as happening between Crannell and Snook and Snook and Lord. These, then, were the only witnesses; and when they had all testified, the Judge, Leroy Morgan, adjourned the court, for the reason that it was scandalous that a judicial decision should be given on such a matter, and in order that an amicable arrangement might be reached, if possible. No such arrangement was arrived at, however, nor does it appear that any was attempted; and the court accordingly charged the jury that it was simply a question of credibility between Snook and Crannell and Lord; but that they must not find for the plaintiff, unless they found that he had satisfactorily proved his case. On this charge the jury found for the plaintiff, with damages, to the amount of $8,975. The case was appealed, of course, but the judgment was affirmed, Justice Talcott reading the opinion of the court, and saying that the draft on its proceeds apparently was placed in Crannell's possession with a view of enabling him to enforce his demand. The case was afterward taken to the Court of Appeals, where the double decision in favor of the plaintiff was reversed, it is true, but on purely technical grounds, relating to the admission of evidence, and not because the plaintiff, Snook, has no sufficient case.

The assertion is now modestly advanced that however much Jarvis Lord desired an investigation by a commission, he is reasonably well satisfied with the result of the investigations pursued by THE TIMES.

MORE SPECIMEN FRAUDS.

SOME OF THE LITTLE WAYS OF CONTRACTORS FIVE OR SIX YEARS AGO—HOW MR. VAN DEUSEN BUILT AN IRON BRIDGE AT COHOES, AND WILLARD JOHNSON A WOODEN BRIDGE IN UTICA.

Special Dispatch to the New-York Times.

ALBANY, March 30.—Judging from a number of contracts now on file in the Auditor's office, and of which I obtained abstracts today, the contractors of six or seven years ago did not always look for large jobs, nor did they always attach to their proposals on the quantity exhibits such excessive prices as have been found in some of those lately printed in THE TIMES. But they adhered to one of three plans by which their contracts were made to work injustice to the State. They asked for certain works or materials at prices up to the fullest market value, on which their final accounts showed double or treble the quantities in the engineer's estimate sheet; they bid ridiculously low for articles which they never intended to furnish and which could not possibly be needed in the contracts before them, and in some instances as in later contracts, and as investigations soon to be made will show, where they offered to put in materials at, say, two-thirds of the actual current market price, and by furnishing the actual quantity called for and charging for an amount one-half larger, they then realized the true market value of what was actually furnished. For example, a quantity exhibit estimate calls for 50,000 feet of white oak. The current market price is $75 per 1,000 feet. The contractor's bid offers it at $50, and his final account shows 75,000 feet to have been furnished, when he has, in fact, put into the work only 50,000 feet, as called for. By charging for 75,000 feet at $50, he actually realized $3,750, which is the price of 50,000 feet at $75 a thousand. On such an item, therefore, he has made a good sale, while apparently furnishing to the State the material at two-thirds its value.

VAN DEUSEN'S IRON BRIDGE CONTRACT.

A contract made Dec. 22, 1871, by E. B. Van Deusen, to construct a Whipple cast-iron bridge and roadway at Columbia street, in the City of Cohoes, is a rather high-priced one in some particulars. The estimates called for $5,580 50 a the cost of the work, but the final account shows that the bridge cost $9,957 27. The estimate called for ten cubic yards of earth excavation at eighty cents a yard—over three times the fair price of such work—or $8 worth in all. Van Deusen charged for 853 yards, or $682 40 worth. One hundred and fifty yards of embankment, worth 25 cents a yard, were exhibited in the estimates. The contractor bid for it at 80 cents, and charged for 868 yards; total cost, $694 40. Fifty yards of lining were called for. A fair price for it is 40 cents a yard. Van Deusen asked 80 cents for it, and charged for 641 yards at that price, making in all $512 80. White oak and white pine were bid for at $60 and $25 a thousand feet, respectively. The oak was not high, but the pine bid was low, and of course none of either were furnished. About 1,000 feet of hemlock were bid for at $25 a thousand feet—one-fourth more than it was worth in the market—and instead of 1,000 feet being furnished, the final account charges up 12,245 feet. In this and other ways the bridge was made to cost nearly double the estimated amount.

On the same day in 1871, the anniversary of the landing of our honest ancestors, the pilgrim fathers, that official patriot Willard Johnson, member of the present Assembly from Oswego, was awarded a small contract to construct a wooden bridge across the canal at Jason street, Utica. Out of seventeen items of labor and materials called for in the estimate, but ten appear by the final account to have been needed. The others were probably put in to balance the aggregate. One of the items in this small job will suffice as an example. The exhibit called for white oak, which Johnson offered at $60 a thousand; also for 7,000 feet of white pine, which he bid for at $60 a thousand, or $60 a thousand more than it was worth. No oak was charged for in the final account, but the 7,000 feet of pine had swelled to 13,500 feet at $60—a very profitable sale for Mr. Johnson. The estimate for the bridge was $3,041 40, but Oswego Farmer Johnson's bills show that it cost $6,537 92.

THE STATE OF FEELING AT ALBANY.

THE EXCITEMENT OF LAST WEEK CALMING DOWN—PREPARATIONS FOR WARFARE ON THE BILLS AND RESOLUTIONS BEFORE THE LEGISLATURE—THE CHAIRMANSHIP OF THE HOUSE COMMITTEE OF INQUIRY—SPEAKER M'GUIRE HINTS AT MAKING A DIVERSION ON THE STATE PRINTING CONTRACTS—A PANICKY FEELING AMONG CONTRACTORS WHO ARE NOW WORKING ON "UNBALANCED BIDS."

Special Dispatch to the New-York Times.

ALBANY, March 30.—There is considerable grumbling and gossip going on here, in the caucuses of members, contractors, and politicians, concerning the canal controversy and the money issues growing out of it; but on the main question it is evident there is much abatement of the first flush of excitement occasioned by the Governor's onslaught on the ring. The dismay has given place to a feigned indifference tinged with a show of defiance, and preparations are being quietly and adroitly made to impede the Governor's course, both in the Legislature and inquisitorial proceedings contemplated by him. Among other measures which will be combated by the Ring and its allies, in the Legislature, is the bill already introduced in both houses, empowering the Governor to appoint an Inspector of Public Works for the State at large. They have already begun to count noses in the Assembly, and claim to have votes enough to defeat it. The Senate resolution for the appointment by the Governor of a non-partisan commission of four, to investigate the frauds should come up to-morrow in the Assembly for concurrence, but action on it will be delayed, if possible, by every means at the command of the Ring and its adherents, until the Senate shall take up the House concurrent resolution for the appointment of a joint Legislative Committee of Inquiry. A lively struggle also may be expected on every occasion on which Davis' bill for the reorganization of the Canal Department, and its executive and contract system, comes up; as while it is well known that the bill embodies most of the Governor's views on the subject, there is also a strong personal antagonism in many quarters against Davis himself. I know of members of the Assembly who would oppose, as a matter of principle, any measure which Davis introduced, or of which he assumed the advocacy. Still another cause of serious dissension will arise when the Speaker is required to name the Chairman of the House branch of the joint committee. Waehner and Faulkner each believes himself to be entitled to it as a matter of parliamentary courtesy. One of them must certainly be disappointed, and will at once degenerate into a sore head. Quite an effort, also, is being made to create a diversion by delving into the public printing contracts—which are also a rich mine of frauds, and which have been carried out on the same principle, or trick, of "the unbalanced bids," as was practiced in the canal contracts. It is asserted that Speaker McGuire intends to assume the rôle of the Governor in this matter, by opening the warfare against the printing contract system; and when I inquired of him to-day concerning it, he stated that he had got the facts, figures, and data, but did not know that he should take the initiative in developing them.

Quite a panicky state of feeling is said to prevail among a large number of contractors, who have contracts made on the "unbalanced bid" principle not yet completed. Some of these men will be completely at the mercy of the commissioners and engineers, who, should they undertake to force compliance with the contract by exacting the furnishing of under-bid work and materials, will push the contractors to the verge of ruin. The Horace Candee contract, for building wall on the Jordan Level, is understood to be one of these dangerous contracts, and Commissioner Stroud, who is in charge of that division, is reported to have said that the contract must be fulfilled to the very last letter. If he should insist on it, matters may become very uncomfortable for Mr. Candee.

THE LORD ROCHESTER RING.

LAST SESSION OF THE RING BOARD OF ALDERMEN—PROSPECTS FOR AN AMELIORATION IN THIS PARTICULAR IN CONSEQUENCE OF THE EXPOSURES—MORE OF THE PECULIARITIES OF RING CONTRACTS AND LEGISLATION.

Special Dispatch to the New-York Times.

ROCHESTER, N. Y., March 30.—Some additional points in the history of the canal contracts and special legislation were obtained today. Rochester is on the eve of a change of Government. The old rascally Board of Aldermen, which was bound hand and foot by Lord, held its last meeting to-night. Its closing session was hailed with delight by the suffering property-holders. It was composed of thirty-two members, of whom not a dozen were neutral or honest. The remainder were the mere tools and spokesmen of George "the Silent." The President was George W. Aldridge, the Elmira reformatory contractor, whose rulings and conduct of the proceedings were satisfactory to the "Boss." Aldridge pretended to be a Republican, and, despite his avowed business connection with "Old Jarve," to aspire to be Collector of the port of Genesee. But Secretary Bristow's good sense and knowledge of the man's antecedents compelled Aldridge to be content with serving the Ring in local rather than in national politics, and so he remains to-night simply an Alderman. He is, unfortunately, a member of the new board which organizes next Monday, and if George Lord can manage it he will be President. His chances, however, owing to THE TIMES exposure, are very slim. His principal opponent at present is John Maader, Alderman of the Thirteenth Ward, another Lord man, but not so well posted in the tactics of the Ring as George. The other members of the new board, with the exception of C. R. Parsons, W. Emerson, Mr. Weldon, W. L. Booth, Edwin Huntingdon, D. M. Anthony, and A. Whitcomb, are believed to have been elected by the influence of the Lords and Keady to do their bidding. This is the state of things in Rochester at this important crisis; but just how far the Lords will be able to avail themselves of this complexion of the incoming Common Council, in view of the recent developments, remains to be seen. It is certain that desertion among their followers, never bound to them by anything but self interest, has begun, and some of those who were thought their most trustworthy adherents have volunteered to turn State's evidence. As they cannot be considered very credible witnesses just now their statements are unavailable. George Lord is so exercised over what has been told of his transactions that his *soubriquet* of "The Silent" does not belong to him to-night. He was seen wandering around in company with his confidants from one saloon to another in an unusually talkative mood.

JARVIS LORD'S CONTRACTS LATER THAN 1869.

It has been next to impossible to obtain anything like valuable statistical information concerning the details of the Ring's operations in connection with Rochester City improvements to-day; but the following items relative to canal contract jobbery are interesting. As an indication of the extensive character of the operations of Jarvis Lord, as Canal Ring contractor, the following contracts in his hands on Jan. 1, 1873, may be cited: Doubling Clyde Lock, Berlin Lock, Lyons Lock, Poorhouse Lock, Lower Lock at Lockville, Middle Lock at Lockville, Upper Lock at Lockville, Lower Macedon Lock, Pittsford Lock, Miller's Lock, at Brighton, and Locks Nos. 1, 2, and 3, east of Rochester. It is believed that he held other contracts at the same time, but they do not appear on record. Jarvis Lord, by his superior facilities, succeeded in getting all the contracts for constructing new locks; but as it would not have done for him to have appeared as principal, being a Senator at the time, he used J. M. Wiltsie, of Pittsford, as a representative. In the same year Mudgett, Lord & Co. held contracts for deepening the Erie Canal from the first lock east of Rochester to Lyell street on the west, and for removing material from the prism of the canal sections 207, 208, 209, and 212, in the name of E. W. Williams, Mudgett's son-in-law. On the first contract they got an appropriation of $15,000 for bailing water and removing ice. The people of Rochester never saw them at work of this kind, nor do they believe it was done; but the contract, after remaining in their hands for two or three years, was abandoned, and relet to E. B. Van Deusen. He sub-let it to Peter McGraw & Co., who are now doing the work. It ought to be said here that the $15,000 were pocketed by the original contractors, and additional appropriations have since been made.

CONTRACTS FOR REPAIRS NOT DONE.

In January, 1864, a contract was awarded to Benjamin Butler, of Rochester, a man of straw, for keeping in repair Section 10 of the Erie Canal, east of Rochester, for five years, at $34,000 a year. It was transferred to Mudgett & Co., who placed it in charge of Obadiah Hopkins, of Lyons, a nephew of Jarvis Lord. This gentleman, it is charged here, permitted the work to stand still, and the section fell into a bad condition; but one-twelfth of the money was paid every thirty days to Mudgett & Co., and when the contract expired it would have taken nearly $50,000 to put the section in the condition they had contracted to keep and leave it.

SPECIMEN LEGISLATION FOR THE RING.

Apart from canal contracts, and as a specimen of the legislative abilities of the Lords of Rochester, the Omnibus bill, under which the Board of Public Works was created, that purports to have been passed on the 20th of May, 1872, was put through in the following manner: A bill different in complexion from that now on the statute book was introduced into the Assembly, and passed under the head of amendments to the charter proposed by the Common Council. In the Senate it was referred to the Committee on Cities, where it remained until about one hour before the final adjournment of the Legislature, when it was reported by title and passed without being read. It was totally different from the bill that had been sent up by the House, all the Assembly bill having been stricken out and a new one that now in force, substituted. Several members had been watching on the last day of the session for the return to the House of that very bill, anxious to call for its reading, and to defeat it. Yet none of them knew when the bill finally passed the House, although they were reported as having voted in the affirmative. It is a fact, fully established here by careful inquiry, that the clerks of both houses have stated that the Omnibus bill was never read in either house. A few days after the Legislature's adjournment it became known in Rochester that some bill had passed affecting the city. The people desired to have a copy from Albany. The person applied to asked that privilege of Gov. Hoffman, but was refused. At the request of citizens of Rochester the Governor promised, it is said, not to sign the bill until they were informed of its provisions, and had an opportunity to be heard in relation to it. A time was fixed for such hearing, but two days before that time, at the dictation of George D. Lord and his wily old father it is said the Governor signed the bill, and it was taken by George to the office of the Secretary of State, with a copy which had been made in the Executive Chamber, to be certified. The Lords had influence enough to have a copy made in the Governor's office, but the people whose rights were affected by it were not allowed to know its provisions or be heard concerning it.

INFLUENCE OF THE CANAL RING ON THE COURT OF APPEALS.

THE ELECTION OF MAY, 1870—ACTION OF THE CANAL RING TO SECURE THE JUDGES THEY WANTED IN THE COURT OF APPEALS—THEY VISIT BOSS TWEED AND FIX MATTERS WITH HIM—HOW THE "COUNTING IN" WAS DONE—JUDGE MASON, THE ANTI-RING CANDIDATE, COUNTED OUT IN FAVOR OF CHARLES ANDREWS.

The most serious charge against the Canal Ring is their interference with the judicial election of May, 1870, whereby Judge Mason, the anti-Ring Republican candidate, was counted out, and Charles Andrews, the lawyer of Belden, Dennison, and the rest of the Syracuse "gang," counted into office. At this juncture it was all-important to the canal men to secure a favorable majority in the Court of Appeals. They knew, and no one better, that sooner or later the swindling nature of the so-called "contracts" and "awards" by which they were profiting would be discovered and restitution demanded. To head off assaults of this kind it was necessary to influence the court of highest resort. The lower ones might be safely neglected, as all suits decided in them could be carried up; but the Court of Appeals must be arrayed on the canal side to insure the permanent safety of the Ring. The judicial election of 1870, whereby all the Judges were to be chosen by popular vote, was a golden opportunity for the thieves, and they went to work with a will to improve it. At the conventions of both political parties, and especially that of the Democrats, they were on hand in large numbers, and the subsequent nomination of such well-known friends of the leading Ring man as Sanford E. Church and Charles Andrews proved conclusively that the pressure brought to bear was felt by both parties. As the day of election approached, however, one thing troubled the plotters. Hon. Charles Mason, who was running on the Republican ticket with Andrews and Folger, was a prominent opponent of canal jobbery in all its shapes. Personally Mason was more popular than Andrews, and the canal people were a long time casting about for some efficient means of securing his defeat. A caucus of the leading conspirators, including Belden, Dennison, the Lords, and others was held in Syracuse, a fortnight before the day of election, and the result was the sending to this City of a deputation consisting of J. Belden, Henry D. Dennison, and several other shareholders in elastic contracts. On their arrival they sought out "Boss" Tweed, who willingly promised to "attend" to the matter. The frauds themselves were perpetrated under the superintendence of William Hennessey Cooke, who was currently reported to have received $10,000 from the canal men for his services.

The election itself was one of the most shameful that has ever disgraced the City annals. Swarms of repeaters congregated around the polling booths and voted regularly by platoons through the day. Gangs of the same description traversed the different wards from end to end, voting at every poll. Parties of a dozen or more, after depositing their ballots once, would adjourn to the sidewalk, exchange hats and caps in plain sight of the Police, and then march back again and vote under a new set of names. Honest citizens who arrived at the polls after 10 A. M. found that nondescript "stuffers" had already voted on their names. If a protest was attempted, the burly Tammany policeman was at hand to order them off, on the penalty of a severe clubbing if they resisted. In fact, the frauds committed were confessed by the press of all parties to be without parallel, respectable Democrats contenting themselves with the fact that a fair vote would not have changed the result, the Democratic majority outside of the City being over 20,000. At the close of the polls the tactics of the Canal Ring were put in practice. Few people cared about the result on the Judiciary ticket beyond the fact that the Democrats had triumphed. Two weeks were allowed for the canvass, so that every facility for a false count was afforded. In the Sixth District of the Seventh Ward, the home of Tweed, 380 votes were taken off of Allen's and Rapallo's vote and added to that of Andrews and Folger. In the Second District of the Eighth Ward 100 votes were deducted from Peckham and credited to Folger, and fifty were subtracted from Grover and awarded to Andrews. One of the biggest frauds occurred in the Fifteenth District of the same ward. Five hundred votes were stolen from Allen and Rapallo and transferred to Andrews and Folger. But the "banner" swindle was in the Tenth District of the Twenty-first Ward. Here 623 votes were carried over from Grover's and Peckham's totals and footed on to those of Andrews and Folger. The following tables will illustrate the process.

In the first is given the vote for the Democratic judicial ticket, and in the second that for the Republican. The fraudulent figures in both are distinguished by an asterisk:

Ward.	District.	Allen.	Grover.	Peckham.	Rapallo.
Seventh	Sixth	120	500	500	120
Eighth	Second	942	892	842	942
Eighth	Fifteenth	1,003	503*	503*	1,003
Twenty-first	Tenth	642	19*	19*	642

Ward.	District.	Mason.	Drews.	Folger.	Hale.
Ninth	Sixth	120	500*	500*	120
Eighth	Second	15	65*	115*	15
Eighth	Fifteenth	19	519*	519*	19
Twenty-first	Tenth	19	642*	642*	19

The total number of votes thus deducted from the Democratic candidates and given to Andrews and Folger aggregates 1,553, enough to wipe out Andrews' majority over Mason, and leave the latter over 600 votes ahead. That this is really the case will be seen by a comparison of the votes of the different candidates. The final results of the official State canvass, as announced at Albany on the 31st of May following the election, was as follows:

Democrats.		Republicans.	
Allen	339,329	Folger	154,667
Grover	338,834	Andrews	152,860
Peckham	336,337	Mason	151,984
Rapallo	335,777	Hale	150,583

According to the Constitution the six candidates having the highest vote were to be declared elected. This included all the Democratic ticket and the two Republicans who stood highest on their own ticket. The State Board of Canvassers, having the "doctored" returns from New-York before them, awarded certificates of election to Folger and Andrews, thus crediting the latter with 1,553 more votes than he had really received. Subtracting these from Andrews' "official" vote cuts down the true number cast for the latter to 151,307. Mason's vote, which has never been questioned, is conceded by the board to have been 159,984, which gives him a majority over his colleague of 667. By right Mason should, to-day, be on the bench and Andrews practicing law for Belden, Dennison & Co., his old employers of the "Ring." Folger comes out of the affair a little better than Andrews. Although the same number of fraudulent votes were credited for him, he was undoubtedly elected by the "split" tickets which one of the Tammany leaders distributed in his interest. By means of these he polled the entire Democratic and Republican votes in some localities. In the Fourth District of the Eighth Ward he received 669 votes, where the rest of the Republican ticket polled but 157, and all of the Democratic candidates 512, thus showing that "Cooke's" system of "raising" had benefited him more than it did Andrews.

THE MERCHANTS' MEETING.

MEETING OF THE SPECIAL COMMITTEE OF THE PRODUCE EXCHANGE—A GENERAL INVITATION TO ALL MERCHANTS TO ATTEND—RESOLUTIONS ADOPTED BY THE COTTON EXCHANGE.

The special committee appointed by the Produce Exchange to arrange the preliminaries of to-morrow's anti-Canal Ring demonstration met again yesterday morning and decided, in view of the general interest manifested in the question at issue, that an invitation to take part be extended to merchants of all kinds. Ex-Gov. Dix and Mr. Jackson S. Shultz were invited to address the meeting. Letters have been received from the Cheap Transportation Association, the Butter and Cheese Exchange, and the Maritime Exchange, formally announcing their intention to be represented on Thursday. A large bulletin was posted in the Exchange yesterday announcing the meeting and requesting members to "testify by their presence their appreciation of the Governor's efforts to accomplish this much-needed reform in canal administration."

The members of the Cotton Exchange assembled in large force at 3 o'clock yesterday afternoon to take action on the invitation of the Produce Exchange. Mr. Henry Hentz presided and Mr. Edward Leverich acted as Secretary. Mr. Hentz announced the object of the meeting. The members of the Cotton Exchange, he thought, would be certain to lend their influence in any way to stamp out corruption in any form, and to indorse the courageous manner in which the Governor had exposed the canal frauds. Mr. Benjamin P. Baker, chairman of the committee appointed to draft resolutions, reported the following:

Whereas, Gov. Samuel J. Tilden has in a recent Message exposed the corrupt management of our canals, ably and fearlessly showing the manner in which frauds have been perpetrated, and has recommended such action as will tend to prevent the recurrence of such frauds in the future; and

Whereas, Although as dealers in cotton we are not directly interested in the management of the canals, yet believing that it is the duty of every citizen to aid in the preservation and improvement of the transportation facilities of our State and City, and to prevent as far as in our power their being made use of by rings or cliques for their individual profit; therefore

Resolved, That we heartily approve of the action of the Governor and the members of the Legislature who have seconded his efforts to secure reform and prevent fraud in the future management of the canal interests of the State.

Resolved, That we accept the invitation of the Produce Exchange to attend a joint meeting of the different trade bodies at the Produce Exchange, on Thursday next, to take action on the matter before referred to, and that our members be and are hereby requested to attend said meeting.

B. P. BAKER,
JAMES F. WENMAN,
S. D. HARRISON,
WILLIAM P. CAMERON,
THOMAS SCOTT.

NEW-YORK, March 30, 1875.

The resolutions were unanimously adopted, after which the meeting adjourned.

RESOLUTIONS OF THE MUNICIPAL REFORM ASSOCIATION.

The Municipal Reform Association held a meeting last night at their rooms in Washington square, Vice President W. H. Wiley presiding. The subject of discussion was "Canal Frauds, their History and Results," the paper being read by Dr. R. F. Stevens. At the close of the address, Mr. Earle made a short statement, and offered the following resolutions:

Whereas, This association being devoted to effecting reform and purification in our Municipal Government; and whereas, this is a kind of work evidently very much needed in our State, as well as our city, therefore

Resolved, That we recognize the moral courage of the Executive of the State in the inauguration of the movement of reform in the management of the canals of the State.

Resolved, That we will use our influence and give our cordial support to Gov. Tilden in his efforts to secure all that is foreshadowed in the work in which the people of this City and the whole State have shown so large and vital an interest.

Resolved, That the Secretary of this association inform the Governor of our action, and that we pledge our earnest support to the full extent of our ability, and do all we can to further the great work.

These were adopted and will be sent to Gov. Tilden.

Mr. Thornell and other gentlemen spoke in favor of the resolution, and urged that a thorough investigation should be made.

EVENING SESSION OF THE ASSEMBLY.

ALBANY, N. Y., March 30.—The House reassembled at 7:30 P. M.

BILLS RELATING TO ASSESSMENT AND TAXATION.

Mr. Alvord, from the Ways and Means Committee of the last House, which, during the recess, was instructed to investigate the present system of assessment and taxation, submitted a report, accompanied by two bills. The first is an act regulating the percentage of taxation in all the cities, towns, and villages of this State. It provides that the rate of taxation in any town shall not exceed, in any one year, one per cent, upon each dollar of the total valuation of the real and personal property of the town; and in the villages one-fourth of one per cent. for village purposes, in addition to said one per cent. In cities it shall not exceed, including State, county, and municipal taxes, one and one half of one per cent., except that an additional percentage may be levied to pay the principal of an indebtedness falling due of any town, village, or city. The money so raised shall be applied: First, to the payment of the State tax; second, county tax; third, interest on bonded indebtedness not otherwise provided for, and fourth, town audits or municipal expenses. Violation of the act is made a misdemeanor.

The second bill is entitled "An act to amend the Revised Statutes in relation to assessments." It is a very lengthy bill, setting forth that all land in the State, and all persons and associations doing business in this State, but are non-residents, shall be taxed. It defines the terms "land," "real property," "personal estate," and "personal property." It also points out what property is exempted from taxation. It requires all taxable corporations and individuals to make out a list of their real and personal property, stating their exchange value, which they shall swear to for the use of Assessors. Assessment rolls shall be prepared by the Assessors, and shall be open to inspection. The rate of taxation in any town of this State shall not exceed in the aggregate in any one year one per cent. upon each dollar of the total valuation of the real and personal property in such town. The rate in villages shall not exceed one fourth of one per cent. for village purposes. In addition to said one per cent. in cities, including State, county, and municipal taxes, one and one-half of one per cent., except that an additional percentage may be levied to pay the principal of outstanding indebtedness. The report and bills were ordered to be printed.

The House then went into committee and resumed the consideration of the Savings Bank General law. A lengthy debate ensued, when the committee reported progress.

Adjourned.

A RECEPTION AT THE DELAVAN.

Special Dispatch to the New-York Times.

ALBANY, March 30.—A pleasing interval in the hostilities and bitterness of the struggle now going on here was occasioned by a reception at the Delavan, tendered jointly by Mrs. Speaker McGuire and Mrs. Senator Laning. Most of the leading members of the Senate and Assembly, with their wives and daughters, were present. One of the large dining-halls of the hotel and several parlors were placed at their disposal, and a select orchestra, and a superb collation, with many handsome ladies, and men of both political parties, who seemed for the time to have forgotten their animosities, all combined to make the entertainment extremely enjoyable.

PROTEST OF PORTLAND MERCHANTS.

PORTLAND, Me., March 30.—At the annual meeting of the Merchants' Exchange to-day it was voted that a meeting of the Board of Trade be called to protest against the recent decision of the Secretary of the Treasury in reference to the sealed-car business, which, it was claimed, was a great injury and injustice to the commerce of Portland, by renewing a system specially forbidden by Congress and the Treaty of Washington.

THE MAYORALTY OF ST. LOUIS.

ST. LOUIS, Mo., March 30.—A call signed by over 4,000 citizens of all political parties, many of them being among the most prominent and influential in the city, will be published to-morrow, asking Henry Overstols to run as the independent candidate for Mayor. Mr. Overstols is an old, prominent citizen, and is well acquainted with the affairs of the city, having held several public offices. He has responded favorably, and will take the field at once.

LATEST NEWS BY CABLE.

SPAIN.

GRAVE CHARGES PREFERRED AGAINST MINISTER JOVELLAR BY GEN. CONCHA.

MADRID, March 30.—Gen. Concha, late Captain General of Cuba, has addressed a petition to the King accusing Gen. Jovellar, his predecessor in the Captain Generalcy, and now Minister of War, of being the cause of the lack of discipline in the Spanish Army on that island; also, censuring the conduct of Gen. Jovellar as Minister of War. The petition has created a profound sensation. The newspapers are compelled to maintain silence in regard to it.

FRANCE.

PRECAUTIONS AGAINST THE INTRODUCTION OF THE COLORADO BEETLE.

PARIS, March 30.—An official decree has been promulgated prohibiting the importation into France of American potatoes, or of sacks or barrels previously used in packing them. The object is to prevent the introduction of the Colorado beetle.

THE BERNE POSTAL CONVENTION AGREED TO BY THE GOVERNMENT.

PARIS, March 30.—The French Government has agreed to the Berne Postal Convention.

GREAT BRITAIN.

LARGE SHIPMENT OF SPECIE TO THE UNITED STATES.

LONDON, March 30.—One hundred and twenty-eight thousand dollars in specie were sent to New-York by the steam-ship Mosel, which sailed from Southampton to-day.

ACTION OF THE BRITISH COMMISSIONERS FOR THE CENTENNIAL—IRELAND AND THE NORTH OF ENGLAND WILL BE WELL REPRESENTED.

LONDON, March 31—5 A. M.—The British Commissioners for the Philadelphia Exhibition have sent circulars to 3,000 persons who have taken part in exhibitions and agricultural shows in this country during the last seven years, and also to Chambers of Commerce and heads of municipalities throughout the British Isles. The answers already received indicate that Ireland and the north of England will be well represented at the Centennial Exhibition.

DAMAGE TO A BARK.

QUEENSTOWN, March 30.—The bark Donna Felicia, which arrived here to-day, was slightly damaged in a gale, and had a boat stove.

ITALY.

NEW PAPAL ENCYCLICAL—THE EXCOMMUNICATION OF OLD CATHOLICS.

PARIS, March 30.—The *Univers* publishes a Papal Encyclical, renewing the excommunication pronounced against the Old Catholics of Switzerland and censuring the authorities for protecting them.

GERMANY.

THE BISHOP OF BRESLAU REQUESTED TO RESIGN—THE CONFERENCE AT FULDA.

BERLIN, March 30.—Dr. Henry Foerster, Prince Bishop of Breslau, has been summoned to resign his bishopric because he promulgated the papal encyclical against the Ecclesiastical laws.

The conference of the Roman Catholic Bishops at Fulda, is held with closed doors. The object of the meeting is to discuss and issue a pastoral letter concerning the bill before the Prussian Diet, withdrawing the State grants from the church.

CUBA.

DEPARTURE OF LLANOS AND NOGUERA FOR SPAIN.

HAVANA, March 30.—Intendente Llanos and Collector of Customs Noguera sail for Spain to-morrow.

THE WEATHER.

SYNOPSIS AND PROBABILITIES.

WASHINGTON, March 31—1 A. M.—The barometer continues high on the Atlantic coast and low in the Upper Mississippi Valley. Clear weather prevails in New-England, the northern portion of the Middle States, the lower lake region, the Ohio Valley, and the Gulf States. The temperature has risen in the districts east of the Mississippi and fallen in the North-west, with northerly winds and rain. Cloudy and threatening weather continues in the South Atlantic States and in Virginia. The Mississippi River has risen at Keokuk and St. Louis. The Ohio has risen at Cincinnati.

PROBABILITIES.

For the upper lake region, and thence south-westward over the Missouri Valley, cloudy and colder weather will prevail, with rain, north to west winds, and rising barometer during Wednesday night.

For the lower lake region and the Ohio Valley, warmer and partly cloudy weather, with falling barometer and easterly to southerly winds during the day, followed by local rains and lower temperature.

For New-England, generally clear and warmer weather, with east to south winds and falling barometer.

*For the Middle States, c

ALBANY.

FINAL DEFEAT OF THE COSTIGAN BILL.

THE SENATE ADOPTS THE ADVERSE REPORT OF THE COMMITTEE ON CITIES—A CHANCE NOW FOR GENERAL LEGISLATION—THE CORONERS' EXPERT BILL ROUGHLY HANDLED—THE STATE BOARD OF AUDIT—IMPROVEMENT OF THE HARLEM RIVER—THE DOCK COMMISSIONERS' SALARIES.

From Our Own Correspondent.

ALBANY, Tuesday, March 30, 1875.

The public excitement and political interest developed throughout the State within the past ten days on the subject of the canal exposures has had such an extraordinary effect on the course of general legislation at the capital that it now requires some stretch of memory, and of imagination as well, to recall the fact that there are some measures of public interest outside of canals and canal contracts to be attended to, and that there are some of them in an advanced stage of progress. There were, a week or two ago, many important bills before both Houses—the general laws in relation to savings banks, to miscellaneous corporations, the Supply and Appropriation bills, the Costigan bill, the Fifth Avenue Pavement bill, the Excise bill, and Sheriff Conner's interesting little bill. But the canal controversy overshadowed them, and they had almost dropped out of recollection until to-day, when in the Senate the Costigan bill—that great bone of political contention, the rock on which the party, or at least "the responsible" majority, split—was marched from the obscurity of the committee's custody into the presence of the full Senate, and officially executed by the fiat of Republican votes. Senator Gross, of New-York, made a plea in mitigation of sentence, and Senator Woodin replied in affirmation of the judgment. The debate was of no significance or consequence, as the fate of the bill was irrevocably sealed weeks ago, but it afforded Senator Gross the opportunity to "make himself solid" with the Tammany "bosses," and show that he was working for the organization. Another public measure which had well nigh been forgotten was the Interest bill, in relation to the deposit in bank of the funds of the New-York City Treasury, which was recommitted to the Committee on Cities, with instructions to amend it so that the Controller shall be included with the Mayor and Chamberlain in making and regulating the public deposits, and requiring also that there shall be concurrent action on the part of all these officials, as a board, to render action by them valid. In the House the most important public bill taken up was Mr. T. C. Campbell's bill providing for a State Board of Audit, an important provision of which is that contained in the fourteenth section, abolishing the office of Canal Appraiser after the expiration of the terms of the present incumbents.

The House also received, as a message from the Senate, the concurrent resolution, adopted on Friday afternoon last, empowering the Governor to appoint and the Senate to confirm four Commissioners to investigate the canal frauds and the system generally. Under the rule the resolution lies over one day, and it is not at all unlikely that it will not be taken up to-morrow. There need be no great surprise evinced now if considerable dilatoriness is manifested on the part of the House committees in reporting the laws required to meet the reforms suggested by the Governor in his Message on the canals, and resolutions may shortly be in order requiring committees of both House and Senate to report some of these bills within a specified time. This may be the case with the bill authorizing the appointment of an Inspector of Public Works, introduced simultaneously in Senate and Assembly by Senator Lowery and Mr. Daly.

BUSINESS IN THE ASSEMBLY.

Mr. Husted, of Westchester, introduced a bill to regulate and fix the salaries of the Dock Commissioners of New-York City. It was accompanied by a memorial signed by the three Commissioners. The bill fixes the salary of the President at $6,000 per annum, and the other Commissioners at $5,000 each. The memorial shows that since 1870 the salaries have been reduced to less than a fair compensation as contrasted with that paid to Commissioners of other departments, and shows that the board has made, and contemplates still further reductions, in the expense of running the department.

NEW-YORK HARBOR IMPROVEMENTS.

Mr. Husted introduced a bill creating a Board of Commissioners for the survey of the Harlem River and Spuyten Duyvil Creek, from the Hudson River to the East River. The bill names Gen. C. K. Graham, Gen. John Newton, Gen. H. G. Wright, United States Engineers, and John Schuyler, civil engineer, as the Board of Surveyors; empowers them to make a complete survey, and requires them to report to the next Legislature a plan for the permanent improvement of the water and shore lines of the creek and river; also appropriates $50,000 for the expenses of the work, and $2,500 to each of the Commissioners for his services.

Mr. Prince, of Queens, introduced a bill to incorporate the Cheap Transportation Association of New-York City, an organization already well known, and embracing a membership of 1,200 mercantile firms.

THE CORONERS' EXPERT TESTIMONY BILL.

Mr. McGowan, of New-York, moved for consideration, in Committee of the Whole, the bill in relation to Coroners, and their powers and duties, providing that hereafter they may employ experts, surgeons, engineers, architects, toxicologists, and other scientific or experienced persons as witnesses in the determination of the causes of death of subjects coming before the Coroners for investigation. Mr. McGowan explained briefly the provisions of the bill, stating that it not infrequently occurred that the course of justice and the determination of the true cause of death in doubtful or suspicious cases was often retarded or wholly impeded by the lack of direct authority to employ such experts to give testimony or make analyses. Mr. Alvord, of Onondaga, said that this bill was "an old stager" before the Legislature, and he hoped it would not be favorably considered by this House. It was simply a loophole through which Coroners might on every trivial case of post-mortem inquiry saddle their counties with unnecessary expense by calling in the aid of so-called experts. Mr. McGowan, for the purpose of further explaining its objects, moved to strike out the first section and then withdrew his motion.

Mr. Alvord renewed the motion to strike out the section and the motion was carried. Mr. McGowan then became alarmed for the safety of his bill, as it was evident that "the gentleman from Onondaga" was intent on killing it by sections, and moved that the committee progress the bill, which was carried. Subsequently, on Mr. McGowan's motion, the Committee of the Whole was discharged from further consideration of the bill, and it was referred back to the Committee on General Laws.

THE STATE BOARD OF AUDIT.

Mr. T. C. Campbell, of New-York, moved his bill "to provide for the liquidation and payment of claims against the State of New-York," and creating a State Board of Audit. A few mere verbal amendments were made, and the bill was finally recommended for passage.

THE WESTCHESTER RIFLE RANGE.

Mr. Husted, of Westchester, moved his bill, to provide for the erection of a drill-shed and rifle range on the grounds belonging to the State at Sing Sing for the use of the Fifth Division of the State National Guard. The work is to be done under the direction of the Inspector General of the State, the General commanding the division, and the Chairman of the Board of Supervisors of Westchester County. An amendment was adopted providing that the use of the limekiln and of stone now on the prison grounds be given for the construction of the drill-shed. The bill was then recommended for passage.

THE DEBATE ON THE COSTIGAN BILL IN THE SENATE.

From Our Own Correspondent.

ALBANY, March 30.—In the Senate this morning the bill regarding the deposit of the money belonging to the City of New-York came up on its third reading and was defeated. Senator Woodin then moved to reconsider the vote. This motion was carried. He then moved to recommit the bill to the Committee on Cities, which motion he afterward amended by a motion to refer it to the Committee of the Whole, which was adopted.

The bill known as the Costigan bill being the special order of the day was then taken up. Senator Gross, speaking in its favor, said that he could not say that he had been encouraged to hope for its passage by the action of the Senate during the morning. They had refused to allow the City of New-York to place its money where it would be safe, and where they could get any interest for it. The bill under consideration seemed to be so little understood by the members of the Senate and by the press that he thought a simple explanation would not be out of place. The restoration to the Board of Aldermen of the right of confirming the nominations of the Mayor before they shall take effect as appointments to office was merely the restoration of a power heretofore exercised by that branch of the Municipal Government, which was an essential feature in the American theory of government, whether national or municipal, and of which the Board of Aldermen of New-York was only deprived in a peculiar emergency, and for particular reasons, and by a special act, which should be repealed. Of the provisions of the bill which effected the repeal, he should say nothing, as they were manifestly reasonable and proper, and the bill commended itself without further discussion.

Of the provisions of the bill which conferred upon the Mayor of New-York the power of removal of heads of departments and of other officers of the City Government for cause, and after an opportunity to be heard, there had been so many misapprehensions and misrepresentations as to make it not improper to discuss the subject more at length. It had been said, for instance, that the object of the bill was merely to enable the present Mayor to remove a particular office-holder who in New-York was considered an obstacle to good government but who was supposed to have such hold upon and control over the present Governor as to be able to assure himself that the Governor would not approve of his removal, even for cause. This was manifestly a mere slander, as the present Mayor was a citizen too well known, and of a character too exalted and of a sense of responsibility too large to allow the suggestion that he would use any power vested in him with an unworthy motive. The present distinguished Governor was in every respect far beyond the possibility of control or improper influence. He was enabled to say that the Mayor and Governor were in entire accord, and would act in harmony in all matters. It had been said, too, that the bill would enable the Mayor to remove the Police Justices. This was not so. At present, under the provisions of the existing charter, not only the heads of departments and other superior officers, but all the petty officers held their places by a tenure secure against any attempts by the Mayor or other local authority to remove them, even for cause.

In the Constitution of 1867 the whole theory of responsibility in the government of municipalities was thoroughly discussed by the Committee on Cities, which consisted of Messrs. Ira Harris, Opdyke, Henry C. Murphy, Francis, Paige, Alvord, Verplanck, Bowers, Fullerton, Erastus Brooks, Graves, Weed, Hand, and Cheeseboro. Two reports had been made—a majority report signed by Ira Harris, Chairman, and a minority report signed by Henry C. Murphy. In the first it was recommended that the heads of the departments be appointed by the Mayor and the subordinates in each department by the respective chiefs, and that any officer appointed by the Mayor to be removed by him at pleasure. In the second it was recommended that power should be given the Mayor to suspend or remove any officer, whether elected or appointed, for violation or neglect of duty, on notice and opportunity to be heard being given. After the consideration of these reports, article 12 of the proposed constitutional amendments was adopted.

In conclusion, he said that all he asked for New-York was that no discrimination should be made between it and other cities, and that it was but just that the present discrimination should be removed.

REMARKS OF SENATOR WOODIN.

Senator Woodin, in reply to Mr. Gross, said he would occupy the attention of the Senate but a few minutes, as he did not mean to discuss the points raised by Mr. Gross. After referring to the fact that the Democratic press had been at loggerheads about this bill, Mr. Woodin said he hoped it would be finally disposed of, so that it would remove the imputation which had been made that it had been kept in the Senate in order that some bargain might be made in regard to canal matters. He hoped it would be defeated. The present system had worked well until 1874, when the Board of Aldermen refused to confirm the appointments of Judge Howland and ex-Senator Andrews to office. They had refused to confirm their appointment because they wanted to make a bargain with Mayor Havemeyer for patronage. It might have been excusable for the Legislature to have made a law to secure these appointments if necessary, in the same way that a law suspending the action of the writ of habeas corpus might become necessary. The home rule and self-government spoken of by Senator Gross were not rights but privileges accorded by the Legislature. The power of the Mayor of New-York was only to the extent given him by the law. He was satisfied. Mr. Woodin continued that the Legislature would now pass that bill no matter what party might be in power. In regard to the removal of the Corporation Counsel and Fire Commissioners, the Governor had had the papers for more than eight weeks and had not acted upon them. He then referred to the bill as a party measure, and said that it was so much so that the Speaker of the Assembly had descended from his chair and unmercifully castigated the recalcitrant members who had attempted to act independently and outside of the party. He said he would not detain the Senate any longer, and concluded with the hope that the bill would not pass.

On motion the adverse report of the committee was agreed to and the bill defeated by a vote of 18 to 12.

COMMITTEE REPORTS.

Mr. Daly, from the Assembly Committee on Cities, will report to-morrow a bill modeled upon the State Audit bill, providing for the appointment by the Mayor for an official term of three years of three Commissioners, whose duty it will be to audit all legal and equitable claims against the City, and whose decision shall be final.

Mr. Healy bill, allowing the Police Department to clear the streets of New-York by awarding contracts therefor, will be favorably reported to-morrow by the Assembly Committee on Cities.

Smith Weed appeared before the Judiciary Committee of the Senate this afternoon, in favor of Senator Tobey's bill, allowing insurance companies to make investments out of the State.

THE EMIGRATION COMMISSION.

The Emigration Commissioners held a stated meeting yesterday afternoon. It was announced that the Board had taken action against James F. Callaghan, who defrauded Thomas Geraghty and Patrick Burns, emigrants, out of a large sum of money. The allegations contained in an article in the *Herald* of 21st inst. were pronounced untrue. The list of boarding-house keepers allowed the privileges of Castle Garden was ordered to be revised. Jacob Matthews, one of this class was suspended for overcharging an emigrant. A petition from the Consul General of France to allow French Marine officers arriving by third class to land at the Garden was referred to the President with power. Bills to the amount of $1,252 13 were audited. A letter from Brig. Gen. Hancock, asking that certain Indians be returned to the West by the Board, and saying that he would use his influence to have the amount refunded, was referred to the President with power. It was announced that charges of improper conduct made against one of the Ward's Island employes had been investigated and dismissed, and his accuser reprimanded. Also that Mr. McGowan had been notified that the ground leased from him at One Hundred and Tenth street, for stables, would be surrendered May 1. Mr. McGowan refused to purchase the buildings, and the Ward's Island Committee was authorized to dispose of them to the best advantage. Mr. Schack said that these buildings cost the Commission $10,000, and Mr. Starr said he would duplicate them as many times as was needed for $600 apiece. The rental paid by the Commissioners ($400) was said to be exorbitant. The Finance Committee reported having audited bills for supplies to the amount of $6,166; also the Ward's Island pay-roll for the past month, $3,189 39, and the Castle Garden pay-roll, $3,152 83. A communication was received from the Conference of United Charities of the United States, announcing an annual meeting at Detroit on May 13, and requesting that the commission be represented. The subjects for discussion are such as "The Treatment of the Insane Poor," "Disease and Crime," "Economy in Building," &c. It was resolved that the President appoint a committee to attend, of which he should be one. Complaint was made of the condition of the boiler-room of the Insane Asylum, which is constantly flooded with water, and of the crowded state of the surgical wards of the hospital. Mr. Hurlbut, from the Committee on the Memorial to the Legislature, reported that it had been presented to the Chairman of the committee of the House and duly introduced, but that since that time no action had been taken on it.

LAW REPORTS.

INCHOATE RIGHT OF DOWER.

A MAN CANNOT COURT A WOMAN WITH HIS WEALTH, AND THEN DEFRAUD HER OF THE ENJOYMENT OF IT, BY DEEDING AWAY HIS PROPERTY ON THE EVE OF THEIR MARRIAGE—A DECISION OF INTEREST TO LAWYERS AND LAYMEN, AND MORE ESPECIALLY TO WOMEN.

A case of a nature quite rare in the courts, and important as it is rare, has just been decided by Judge Van Vorst in Supreme Court, Special Term. The suit was brought in equity by Jennie Youngs, to have her inchoate right of dower in property valued at $130,000, protected by the court. The property had been conveyed by her husband to his two daughters, Hannah M. Carter and Nettie Youngs, children by a former wife, four days before plaintiff's marriage with him, and without her knowledge or consent, the consideration being natural affection of the grantor for the grantees. This act of the husband was claimed to have been in fraud of his wife's inchoate right of dower, and the court was asked for a decree declaring the conveyance void so far as it affected such right. The cause was tried several weeks since, and then noticed in THE TIMES, Mr. Luther R. Marsh representing the plaintiff, and ex-Judge Fullerton the defendants—the daughters—and excited much interest among lawyers, because of the very few actions of the kind which have been hitherto brought before the courts. Judge Van Vorst holds in favor of the plaintiff, and states some additional facts connected with the case in his opinion, as follows:

"When Daniel S. Youngs asked the plaintiff to become his wife he was a widower, of the age of fifty-two years, and a parent, and she then twenty-three years of age. He had two children by a former wife, daughters, both of whom were of full age. He was at the time of the proposed marriage to the plaintiff seized of real estate in the City of New-York worth $150,000. This constituted his principal property. The fact that he owned this real estate he had communicated to the plaintiff before his offer of marriage. The plaintiff accepted the proposal, and the day for the celebration of the marriage was fixed for the 27th of August. But, on account of the illness of the plaintiff, the wedding was postponed for a few days, and on the 3d of September following it took place. On the 30th day of August, four days before the marriage, the father deeded to his daughters, by a conveyance absolute in fee simple, the real estate in question. Natural love and affection is the consideration expressed in the deed. The fact of such conveyance being contemplated or made was not communicated to the plaintiff, and she was kept in ignorance thereof until long after the marriage. The deed was not recorded until November, 1873. The effect of this conveyance, made on the eve of marriage, and evidently in contemplation of its occurrence, if upheld by the court, is to deprive the plaintiff of her inchoate right of dower in the premises in question, and the possibility of her title to dower becoming consummate, in the event that she survives her husband. The provisions of law in respect of dower were intended for the support of the widow and the nurture of her children. Dower is a title inchoate and not consummate until the death of the husband, but is an interest which attaches on the land as soon as there is a concurrence of marriage and seizin.' (Kent's Com., vol. 4, 51.) Baker vs. Chase, 6 Hill, 482, was an action at law, ejectment being brought by the widow to recover dower. The husband, a few days before his marriage with the plaintiff, conveyed the lands to one of his children by a former marriage by way of advancement with the intention of preventing the plaintiff from acquiring a right of dower. It was held that an action at law could not be maintained. In Swaine vs. Perine (5 Johns. Chancery, 482,) which was an action in equity, it was held that a deed given by the husband just before his marriage to his daughter, without consideration, and kept secret until after the marriage, is fraudulent and void as against the wife's claim to dower. The same effect is held in Smith vs. Smith, (2 Hals. Chy., 515,) the Chancellor said: 'I am of the opinion that a voluntary conveyance by a man on the eve of marriage, unknown to the intended wife, and made for the purpose of defeating the interest which she would acquire by the marriage, is fraudulent and void. . . . And the Chancellor adds: 'I see no sound distinction between this case and the like conveyance by a woman under like circumstances.' The equity of a husband to his wife's estate is of no higher character than the equity of the wife to her husband's. (Willard's Equity Jurisprudence, 696.) Carlton vs. Dorset, 2 Vern. R., 17, is a case in which a conveyance made by a woman before her marriage, for her separate use, without the husband's privity, was held not to bind the husband's claims, and was void as to him. (Roper, 2 Reports in Chancery, 81; Clancy on Rights of Women, 614-615. A question was raised on the trial as to whether an action in a court of equity could be maintained for the conservation of an inchoate right of dower, and as to whether the wife, claiming to be injured, is bound to wait until before bringing her action, until it be determined by the death of her husband, that she was absolutely entitled to dower. As already observed, inchoate dower is an interest which attaches to the land as soon as there is a concurrence of marriage and seizin. But that inchoate right of dower is such an interest as the law will protect from injury, is well settled in Simon vs. Canady, 53 New-York, 298, in which case it was held, Folger, J., that 'An inchoate right or dower in lands, is a subsisting and valuable interest, which will be protected in law or preserved, (to the wife,) and that she has a right of action to that end.' The learned Judge refers to various cases in which it is held in substance 'that the inchoate rights of the wife are as much entitled to protection as the vested rights of the widow.' In Patterson vs. Patterson, 54 Barb., 215, a man advanced in life, having children by a former wife, contracted a marriage with a woman in moderate circumstances, though much younger than himself. Two days before the marriage he conveyed to his children by the first marriage, all his land, without the knowledge of the intended wife. It was held that the Chancellor, on the bill by the wife, even before the death of the husband, might declare the conveyance void, so far as it might defraud her of dower in the land, in case she survived her husband. By the statutes of Vermont the widow is entitled to one-third of the real estate of which the husband dies seized. In Thayer vs. Thayer, 14 Vermont, R. 107, it was held that a conveyance by the husband, shortly before his death, of all his property without any valuable consideration, and with the intent to defraud his wife of dower, is void against the claims of the wife, and will be set aside. Chandler vs. Hollingsworth, referred to in *Washburn on Real Property* as an important and leading case, (Vol. 2, page 595, marg.,) decided by Bates, Chancellor, in Delaware, considers the English and American cases. The Chancellor comes to the conclusion that 'for a man or woman on the eve of marriage to convey his or her estate, (in that case it was the entire property of the husband,) if done without a valuable consideration, and not disclosed to the other party before the marriage, would be so far a fraud *per se* on the marital rights of the other party; that equity would set it aside, so far as it conflicted with those rights, although the party so defrauded did not know whether the person he or she was about to marry had been possessed of the property or not.' This brief examination of the cases shows that dower is highly favored in equity. It is not only a legal, but a moral right, as it is a provision in favor of the dowress, for her maintenance out of her husband's estate. And if, as is decided in Mills vs. Van Voorhies, 20 N. Y., 426, and affirmed and reaffirmed in Matthews vs. Drury, N. Y. Court of Appeals Reports, 3 Abbott, 320, Simon vs. Canady, supra, 'the inchoate rights of the wife are as much entitled to protection as the vested rights of the widow,' the plaintiff in this case has unquestioned claims for relief, upon principles of reason and justice, and through the application of analogous doctrines of equity. The deed executed before the marriage, under the facts and circumstances of this case, should have no other effect upon her rights and interests than if executed afterward. It is not asked by the plaintiff that the deed executed by her husband to his daughters, on the eve of his marriage, should be set aside as to him or them. But it is asked that it be declared void as to the present interest, which, but for the deed, the plaintiff would have, viz., her inchoate right of dower, and her future absolute right of dower in case of the death of her husband in her lifetime. To this extent she is entitled to relief, and there should be a judgment accordingly."

It appears further, in connection with this case, that the husband has become no better satisfied with his act than is his young wife, as his counsel, Messrs. Marsh & Wallis, have been pending in his favor a suit to set aside the deed, he claiming that his daughters had obtained it from him involuntarily. This latter case will probably be brought to trial at the next term of the court, the plaintiff having been too sick to appear when it was called at the commencement of the present term.

A CLAIM FOR CITY AND COUNTY STATIONERY.

As already published in THE TIMES, Edward Jones has a suit pending against the City to recover $450,000 for stationery, &c., furnished for official use to the City and County. The case was referred to Alexander H. Harvey as Referee, but before its conclusion the Referee died. Yesterday, in Supreme Court, Chambers, before Judge Donohue, a motion was made on behalf of plaintiff to have another Referee appointed. The motion was opposed on behalf of the City, and in support of such opposition it was claimed that, since the case had been referred, the complaint had been amended; also the answer, so as to set up the defense that the approval of the bill of plaintiff had been obtained from the Board of Supervisors by fraud, and that, therefore, the case was a proper one to be decided by a jury, not by a Referee. Judge Donohue took the papers, reserving his decision.

IMPORTANT DECISION IN BANKRUPTCY.

An involuntary petition in bankruptcy was filed by several creditors of the firm of Heller Bros. & Co. for an adjudication of said firm as bankrupts. Upon the return of the petition the debtors filed an affidavit denying that the petitioning creditors were sufficient in number or amount. The matter was referred to the Clerk of the court to take proof. Upon the coming in of the report of the Clerk a motion was made by the counsel for the creditors for an adjudication. This was opposed by the counsel for the debtors upon the ground that the original petition was not properly verified—the verification having been made before a Notary Public, and not before a Judge, Register, or Commissioner, as provided by section 5,017 of chapter 2, title 61 of the Revised Statutes. Judge Blatchford took the papers and yesterday morning rendered a decision, dismissing the petition and all the proceedings, and denying the motion for an adjudication, upon the ground that the petition was not properly verified before a Notary Public. Blumenthiel & Asher for petitioners; Townsend & Waldheim for debtors.

SKILLED TALENT.

OPINION OF THE SUPREME COURT OF THE UNITED STATES ON LOBBYING AND LOBBYISTS—OCTOBER TERM, 1874.

The following is a *verbatim* report of the judgment delivered in a "lobby case," an abstract of which we published last week:

John W. Burke, Testamentary Executor of Nicholas P. Trist, dec'd, appellant, vs. Linus M. Child.—Appeal from the Supreme Court of the District of Columbia.

Mr. Justice Swayne delivered the opinion of the Court.

This is an appeal in equity from the Supreme Court of the District of Columbia.

Nicholas P. Trist had a claim against the United States for his services touching the treaty of Guadeloupe Hidalgo. After a delay of nearly twenty years he concluded to submit it to Congress and ask its payment. He made an agreement with Linus Child that Child should take charge of the claim and prosecute it as his agent and attorney. As a compensation for the services of Child, it was agreed that he should receive twenty-five per cent. of whatever sum Congress might allow in payment of the claim. If nothing was allowed, he was to receive nothing. His compensation depended wholly upon the contingency of success. Child prepared a petition and presented the claim to Congress. Before final action was taken upon it by that body Child died. The appellee, his son and personal representative, who was his partner when the agreement between him and Trist was entered into and down to the time of his death, continued the prosecution of the claim. By an act of the 20th of April, 1870, Congress appropriated the sum of $14,559.90 to pay it. The appellee thereupon applied to Trist for payment of the twenty-five per cent. stipulated for in the agreement between Trist and his father. Trist refused to pay upon the alleged grounds that both the father and son had grossly neglected the proper prosecution of the claim; that he had been compelled to avail himself largely of the aid of others and that hence he ought not to pay the appellee so large a compensation. Upon the application of the appellee the payment of the money to Trist was suspended by the Government, and it is still in the Treasury. The appellee thereupon filed this bill. The court decreed to him the amount of his claim, and enjoined Trist from receiving from the Treasury "any of the money appropriated to him" by Congress, until he should have paid the amount of the appellee's claim. This decree, as regards that portion of the fund not claimed by the appellee, is an anomaly. Why the claim should affect that part of the fund to which it had no relation, is not easy to be imagined. This feature of the decree was doubtless the result of oversight and inadvertence. The bill proceeds upon the grounds of the validity of the original contract, and a consequent lien in favor of the complainant upon the fund appropriated. We shall examine the latter ground first. Was there, in any view of the case, a lien?

It is well settled that an order to pay a debt out of a particular fund belonging to the debtor gives to the creditor a specific equitable lien upon the fund and binds it in the hands of the drawee.—Yates vs. Groves, 1 Vesey, Jr., 280; Lett vs. Morris, 4 Simons, 607; Bradley vs. Root, 5 Paige, 632; 2 Story's Eq., sec. 1,047.

A part of the particular fund may be assigned by an order and the payee may enforce payment of the amount against the drawee.—Field vs. The Mayor, 2 Seld., 178. But a mere agreement to pay out of such fund is not sufficient. Something more is necessary. There must be an appropriation of the fund *pro tanto*, either by giving an order or by transferring it otherwise in such a manner that the holder is authorized to pay the amount directly to the creditor without the further intervention of the debtor.—Wright vs. Ellison, 1 Wall., 16; Hoyt vs. Story, 3 Barb., S. C. R., 264; Malcolm vs. Scott, 4 Hare, 39; Rogers vs. Hosack, 18 Wend., 319.

Viewing the subject in the light of these authorities we are brought to the conclusion that the appellee had no lien upon the fund here in question. The understanding between the elder Child and Trist was a personal agreement. It could in nowise operate the effect desired unless by the assignment of the agreement, the remedy was at law, not in equity, and the defendant had a constitutional right to a trial by jury.—Wright vs. Ellison, 1 Wall., 16. If there was no lien there was no jurisdiction in equity.

If there is another consideration fatally adverse to the claim of a lien. The first section of the act of Congress of Feb. 26, 1853, declares that all transfers of any part of any claim against the United States, "or of any interest therein, whether absolute or conditional, and all powers of attorney, orders executed in the presence of at least two attesting witnesses after the allowance of such claim, the ascertainment of the amount due, and the issuing of a warrant therefor." That the claim set up in the bill to a specific part of the money appropriated is within this statute is too clear to admit of doubt. It would be a waste of time to discuss the subject.

But there is an objection of still greater gravity to the appellee's case.

Was the contract a valid one? It was, on the part of Child, to procure by lobby service, if possible, the passage of a bill providing for the payment of the claim. The aid asked by the younger Child of Trist, which indicated what he considered needful, and doubtless proposed to do and did do himself, is thus vividly pictured in his letter to Trist of the 20th of February, 1871. After giving the names of several members of Congress from whom he had received favorable assurances, he proceeds: "Please write to your friends to write to any member of Congress; every vote tells, and a simple request may secure a vote, he not caring anything about it. Set every man you know at work. Even if he knows a page, for a page often gets a vote."

In the Roman law it was declared that "a promise made to effect a base purpose, as to commit homicide or sacrilege, is not binding." (Inst. of Just., Lib. 3, Tit. XIV., Par. 24.) In our jurisprudence a contract may be illegal and void because it is contrary to a constitution or statute or inconsistent with sound policy or good morals. Lord Mansfield said: "Many contracts which are not against morality are still void, as being against the maxims of sound policy." (Jones vs. Randal, Cowp., 39.)

It is a rule of the common law of universal application that where a contract, express or implied, is tainted with either of the vices last named as to the consideration or the thing to be done, no alleged right founded upon it can be enforced in a court of justice.

Before considering the contract here in question it may be well, by way of illustration, to advert to some of the cases presenting the subject in other phases in which the principle has been adversely applied.

Within the condemned category are:

An agreement—to pay for supporting for election a candidate for Sheriff (3 Hals., 54;) to pay for resigning a public position to make room for another (4 R. I., 395; 1 H. Blackst., 328;) to pay for not bidding at a Sheriff's sale of real property (3 Johnson's Cases, 29;) to pay for not bidding for articles to be sold by the Government at auction (6 John., 194;) to pay for not bidding for a contract to carry the mail on a specified route (5 Hals., 87;) to pay a person for his aid and influence in procuring an office, and for not being a candidate himself (4 Comst., 449;) to pay for procuring a contract from the Government (2 Wall., 45;) to pay for procuring signatures to a petition to the Governor for a pardon (7 Watts, 152;) to sell land to a particular person when the Surrogate's order to sell should have been obtained (3 Cowan, 299;) to pay for suppressing evidence and compounding a felony (2 Wilson, 347;) to convey and assign a part of what should come from an ancestor by descent, devise, or distribution (7 Mass., 119;) to pay for promoting a marriage (4 Bro. P. C., 144; 2 Chy. Rep., 47;) to influence the disposition of property by will in a particular way (1 Vesey, sr., 276.) See also Addison on Contracts, 91; 1 Story's Eq., Ch. 7; Collins vs. Blantern, 1 Smith's Leading Cases, 676, American note.

The question now before us has been decided in four American cases. They were all ably considered, and in all of them the contract was held to be against public policy and void.—Clippinger vs. Hepbaugh, 5 Watts & S. 315; Harris vs. Roof's Executor, 10 Barb., S. C. R., 489; Rose & Hawley vs. Truax, 21 Id., 316; Marshall vs. B. & O. R. R., 16 How., 98. We entertain no doubt that in such cases as under all other circumstances, an agreement express or implied for pure y professional services is valid. Within this category are included, drafting the petition to set forth the claim, attending to the taking of testimony, collecting facts, preparing arguments and submitting them orally or in writing to a committee or other proper authority, and other services of like character. All these things are intended to reach only the reason of those sought to be influenced. They rest on the same principle of ethics as professional services rendered in a court of justice, and are no more exceptionable.

But such services are separated by a broad line of demarcation from personal solicitation and the other means and appliances which the correspondence shows were resorted to in this case.

There is no reason to believe that they involved anything corrupt or different from what is usually practiced by all paid lobbyists in the prosecution of their business.

The foundation of a Republic is the virtue of its citizens. They are as much sovereigns and subjects. As the foundation is undermined the structure is weakened. When it is destroyed the fabric must fall. Such is the voice of universal history.—1 Montesq. Sp. Laws, 17.

The theory of our Government is that all public stations are trusts, and that those clothed with them are to be animated in the discharge of their duties solely by considerations of right, justice, and the public good. They are never to descend to a lower plane. But there is a correlative duty resting upon the citizen. In his intercourse with those in authority, whether executive or legislative, touching the performance of their functions, he is bound to exhibit truth, frankness, and integrity. Any departure from the line of rectitude in such cases is not only bad in morals but involves a public wrong.

The agreement in the present case was for the sale of the influence and exertions of the lobby agent to bring about the passage of a law for the payment of a private claim, without reference to its merits, by means which, if not corrupt, were illegitimate, and considered in connection with the pecuniary interest of the agent at stake, contrary to the plainest principles of public policy. No one has a right, in such circumstances, to put himself in a position of temptation to do what is regarded as so pernicious in its character. The law forbids the inchoate step, and puts the seal of its reprobation upon the undertaking.

If any of the great corporations of the country were to hire adventurers who make market of themselves in this way, to procure the passage of a general law with a view to the promotion of their private interests, the moral sense of every right-minded man would instinctively denounce the employer and employed as steeped in corruption, and the employment as infamous.

If the instances were numerous, open, and tolerated they would be regarded as measuring the decay of the public morals and the degeneracy of the times. No prophetic spirit would be needed to foretell the consequences near at hand. The same thing in lesser legislation, if not so prolific of alarming evils, is not less vicious in itself, nor less to be condemned. The vital principle of both is the same. The evils of the latter are of sufficient magnitude to invite the most serious consideration. The prohibition of the law rests upon a solid foundation. A private bill is apt to attract little attention. It involves no great public interest and usually fails to excite much discussion. Not unfrequently the facts are whispered to those whose duty it is to investigate, vouched for by them, and the passage of the measure is thus secured. If the agent is truthful and conceals nothing, all is well. If he uses nefarious means with success the spring-head and the stream of legislation are polluted. *To legalize the traffic of such service would open a door at which fraud and falsehood would not fail to enter and make themselves felt at every accessible point.* It would invite their presence and offer them a premium. If the tempted agent be corrupt himself and disposed to corrupt others the transaction requires but a single step. He has the means in his hands with every facility and a strong incentive to use them. The wide-spread suspicion which prevails, and charges openly made and hardly denied, lead to the conclusion that such events are not of rare occurrence. Where the avarice of the agent is inflamed by the hope of a reward contingent upon success and to be graduated by a percentage upon the amount appropriated, the danger of tampering in its worst form is greatly increased.

It is by reason of these things that the law is as it is upon the subject. It will not allow either party to be led into temptation where the thing to be guarded against is so deleterious to private morals and so injurious to the public welfare. In expressing these views we follow the lead of reason and authority.

We are aware of no case in English or American jurisprudence like the one here under consideration where the agreement has not been adjudged to be illegal and void.

We have said that for professional services in this connection a just compensation may be recovered. But where they are blended and confused with those which are forbidden, the whole is a unit and indivisible. That which is bad destroys that which is good and they perish together. Services of the latter character gratuitously rendered are not unlawful. The absence of motive to wrong is the foundation of the sanction. The tendency to mischief, if not wanting, is greatly lessened. The taint lies in the stipulation for pay. Where that exists it affects fatally in all its parts the entire body of the contract. *In pari causâ turpitudis defendentis.* Where there is turpitude the law will help neither party.

The elder agent in this case is represented to have been a lawyer of ability and high character. The appellee is said to be equally worthy.

This can make no difference, as to the legal principles we have considered, nor in their application to the case in hand. The law is no respecter of persons.

The decree of the Supreme Court of the District of Columbia is reversed and the case will be remanded with directions to dismiss the bill.

ON TRIAL FOR MURDER.

ANDERSONVILLE IMPRISONMENT AND ITS CONSEQUENCES—THE CASE OF JOSEPH JOURDAN.

At the opening of the Court of Oyer and Terminer, yesterday, before Judge Barrett and a jury, the trial of Joseph Jourdan, charged with the murder of George Hoefer, was proceeded with. The defense interposed on behalf of the prisoner was that he had been subject to fits of insanity, and that it was in one of such fits he had committed the act for which he was indicted; that after the death of his wife he had been in the habit of telling those he knew that she was still alive.

In support of the theory of insanity John Timmons testified that he was a fellow-prisoner with Jourdan at Adersonville in 1864; that the intense sufferings endured by the prisoner there by reason of hunger and exposure to the sun were such that he frequently complained of his head, and was many times confined in the stockade.

George Thenis, a fellow-prisoner with the accused at Belle Island, testified to severe suffering by the prisoner and his associates from hunger, thirst, and heat, so much so that hundreds of them died and others became insane. Jourdan, the witness said, was one of those who suffered complaining of his head. He tore off his clothes, and acted in all respects like a crazy man. Other witnesses gave testimony to the same effect.

John Gieners, brother-in-law of the accused, testified to the effect that the latter labored under the hallucination that his dead wife was alive and was hidden in witness' rooms, and this testimony also was corroborated by several others.

Two physicians were placed on the stand and testified to the fact of insanity resulting from the hardships which the accused was proved to have endured while a prisoner of war.

At this point the case was adjourned over until this morning.

AN INDUSTRIOUS GRAND JURY.

The Grand Jury of the General Sessions came into court yesterday and presented a number of indictments which concluded their business for the term. District Attorney Phelps, addressing Judge Sutherland, said it was customary to dismiss grand juries on the termination of their labors with the thanks of the court. On the present occasion it was peculiarly appropriate that the Grand Jury should receive the special commendation of the court, having transacted during the term, with zeal and ability, the largest amount of business ever performed by any grand inquest in the history of the criminal courts. He therefore moved a special vote of thanks to the Grand Jury as a fitting acknowledgment of their labors during the twenty-two days in which they had been in session. Judge Sutherland said that, although he did not believe in being too profuse in complimenting public bodies, he felt that in the present instance the compliments suggested by Mr. Phelps had been honorably earned by the retiring Grand Jury, whose business during the term had been conducted with unusual ability and dispatch. He had determined, even if the District Attorney had not called his attention to the matter, to dismiss the Grand Jury with something more than the usual complimentary acknowledgment. He therefore would have readily acceded to request of Mr. Phelps, and tendered the sincere thanks of the court to the Grand Jury, which he was then about to dismiss. During the term the Grand Jury, of which John L. Olcott was foreman, and Edward Wight Secretary, acted on the extraordinary large number of 504 complaints, sent before them by Chief Clerk Clark. Out of this number 370 indictments were found, the remaining 134 cases being dismissed. This is the largest number of cases ever acted upon by a Grand Jury within the same period.

THE BOUCICAULT-HART DIFFICULTY.

The pending equity case of Boucicault vs. Hart came up before Judge Shipman, in the United States Circuit Court, yesterday, on a motion made by Mr. O'Gorman, counsel for Mr. Boucicault, to be allowed to put the case on the calendar for the present term, it having been, as claimed, accidentally left off. Assistant District Attorney Purdy, counsel for Mr. Hart, said he was willing the case should go on the calendar, provided it could be heard at the earliest possible moment; that Mr. Hart was under an injunction, which was a great hardship, and that as Mr.

MR. BEECHER ON TRIAL.

THE ARBITRATION BETWEEN TILTON AND BOWEN.

CONCLUSION OF MR. CLAFLIN'S EVIDENCE —WHAT THE ARBITRATORS REQUIRED OF THEM—MR. CHARLES STORRS UPON THIS MATTER — HE ADVISED TILTON NOT TO SIGN THE ORIGINAL DRAFT OF THE TRIPARTITE AGREEMENT—OTHER WITNESSES TO PROVE THE ALIBI—A REST PROMISED TO ACCOMMODATE MR. EVARTS—HENRY M. CLEVELAND TO BE EXAMINED AT HIS HOME.

Expectation was busy yesterday with the probabilities of Mr. Beecher coming to the stand, but expectation has been so far disappointed. The defendant was not present during either the morning or the evening session of the court, and Mrs. Tilton and the bevy of lady friends who are accustomed to accompany her were also absent. Mr. Evarts was only in attendance during a portion of the morning session. Mr. Pryor was absent from the plaintiff's side of the case, and others of the counsel on both sides came and went during the day. It is almost certain that Mr. Evarts' arrangements will compel him to go to Washington in another week. His engagements in that city are nearly ripe at present, but it is understood that they can be postponed until the week after next. When he is obliged to leave there will be an intermission of two or three days in the procedure of the Brooklyn trial. Among the visitors to the court-room yesterday were Hon. Judge R. Brown, Warren, Penn.; Hon. S. P. Johnson, formerly Judge of the Supreme Court, and now at the Warren Bar, and Judge Charles L. Benedict, United States Court of the Eastern District of New-York. These gentlemen occupied seats on the bench beside his Honor. In the recent economy of the court-room the encroachments of the Plymouth Church sympathizers have been brought within more restricted limits. Yesterday they were obliged to take seats more to the back of the building, thus leaving freer access to the jury box and to the tables at which the counsel sit.

The testimony yesterday circled, for the most part, round the tripartite agreement, the arbitration between Mr. Tilton and Mr. Bowen, and other matters more or less interwoven with these transactions. Further evidence was also given to show that Mr. Beecher telegraphed to Peekskill on June 2, 1873, and an attempt was made to prove that proof slips of what was substantially the Woodhull scandal were in circulation in the newspaper offices in the Spring of 1872. Mr. George F. Williams, who described himself as "law editor" of the *Herald*, was called to prove this state of facts, counsel intimating that similar proof would be given by two other witnesses. The court, however, rejected the testimony, failing to see anything to connect the plaintiff with such a state of things, assuming that the slips were in circulation at the time named. The opening business yesterday was an application by Mr. Evarts that Mr. Henry M. Cleveland, one of the members of the Investigating Committee, might be examined at his home, as he is at present very ill. Counsel for the plaintiff acquiesced, and Judge Neilson will attend at Mr. Cleveland's house, at a time to be named hereafter, to take his testimony. The examination will probably take place on Saturday.

Mr. Horace B. Claflin was then called to the stand. He was still very hoarse, and Mr. Shearman repeated his answers. Mr. Tracy continued his examination on the subject of the arbitration between Mr. Bowen and Mr. Tilton. The arbitrators appointed were Mr. James Freeland, Mr. Charles Storrs, and the witness. Mr. Tilton, Mr. Bowen, and Mr. Moulton were present. Mr. Tilton first stated his case, and was followed by Mr. Bowen. The arbitrators came to a decision that evening, which was announced by Mr. Claflin. The decision was that they should burn all the papers connected with the scandal; that Mr. Bowen should pay Mr. Tilton $7,000, and that they should sign the tripartite agreement. Mr. Moulton and Mr. Tilton acquiesced in the decision, and Mr. Bowen said that he had no papers to burn, but that he would like the return of the Woodstock letter. Mr. Tilton, witness stated, insisted on altering the tripartite agreement, and interlined it with a pencil, but a portion of the writing was on another paper, which was attached to it. Mr. Bowen and Mr. Moulton acquiesced in the change. The paper was then carried to Mr. Wilkeson, who had drafted it, to have a fair copy made. Mr. Bowen paid over his check immediately, and that, witness said, was the last act in the arbitration. Witness then testified that the paper was signed by the several parties interested, and that he had been the custodian of the document since then. Mr. Claflin was briefly examined as to his conversation touching the establishment of the *Golden Age* and Mr. Beecher's having declined to advise him to join in it, and he then testified to a conversation with Mr. Carpenter touching a proposal to start a newspaper in which Mr. Tilton was to be concerned. He did not, he said, subscribe to that enterprise. The conversation referred to took place at Mr. Bowen's house. Counsel here sought by a series of questions to get in evidence whether the witness had, in that conversation, called Mr. Tilton a blackmailer, but the inquiry was ruled out by the Judge, Mr. Tracy excepting to his Honor's ruling.

The cross-examination of the witness was conducted by Mr. Fullerton. Mr. Tilton, he said, threatened to publish in the *Golden Age* the article known as the "personal statement" unless he got satisfaction from Mr. Bowen. The inquiry was pursued at some length as to Mr. Tilton's willingness to sign the agreement. Witness said that Mr. Tilton expressed himself quite ready to sign it half a dozen or ten times if Mr. Bowen would sign it once, and that in fact he took up a pen to execute his purpose, when witness interposed and said that he would take it to Mr. Bowen for his signature in the first instance. Mr. Claflin was asked if he had any doubt that Mr. Tilton would there and then have signed the paper if it were not for his interposition, and he replied that he had no doubt on the subject. The cross-examination next touched on the proposal of arbitration. Witness could not state from whom the proposal emanated, nor could he state the language in which it was made. Mr. Tilton, he believed, named Mr. Charles Storrs, and he himself named Mr. Freeland. He could not say how his own nomination came about. He was never present at any time when arbitration papers were signed. There was no written submission to arbitration, so far as he knew, by Mr. Tilton and Mr. Bowen. "Statements were made by the parties before the arbitrators," queried counsel, and the witness responded, provoking the laughter of the audience. "Yes, Sir; they were their own lawyers, and we got through quick." Witness was asked whether he recollected any suggestion to the effect that Mr. Bowen should date his check to Mr. Tilton ahead, and he replied in the negative. The execution of the tripartite agreement was then inquired into. Witness was present when Mr. Bowen and Mr. Beecher signed it, but not when it was signed by Mr. Tilton. Mr. Bowen, he believed, signed it first. Mr. Beecher signed it last. He was unable to say what had become of the draft of the proposed tripartite agreement which Mr. Wilkeson prepared and read at the meeting at Mr. Moulton's. He had not seen the draft of the agreement as amended by Mr. Tilton since it was handed to Mr. Wilkeson to be engrossed. Mr. Tilton, he said, proposed that Mr. Moulton should become the custodian of the tripartite agreement, but that was objected to. It was finally agreed that witness should take charge of it. There was no obligation imposed on him to keep it a secret or not to give a copy of it to any one. He did not give a copy. Mr. Storrs had it for some time, and his recollection was that Mr. Beecher got it subsequently for a short period. "Mr. Claflin," said counsel, turning to another portion of the inquiry, "do you know Victoria Woodhull?" and the witness replied, "I know her a little." "How much and how little," asked counsel, and the response of Mr. Claflin was a hearty laugh, which was, of course, infectious. It appeared that Mr. Claflin had gone a few times to Mrs. Woodhull's office, and once to her house, when he was accompanied by Mr. Bowen. He went, he said, to see some documentary evidence. This part of the answer, although held by Mr. Tracy as due to the witness to state, was ruled by his Honor to be irresponsive, and was stricken out. It appeared further that a card or advertisement of Mr. Claflin had been published gratuitously in Mrs. Woodhull's paper, but without his knowledge. In reply to Mr. Tracy, witness said that he went to Mrs. Woodhull's house at the request of her lawyers and of Mr. Bowen. Recess intervened at this stage of the proceedings.

After recess Miss Louisa Johanna Wroeger and Miss Mary C. Josephs were called and testified, the one to having forwarded Mr. Beecher's telegram from the New-York office of the Western Union Telegraph, on June 2, 1873, and the other to having received it at Peekskill on the same date.

Mr. George F. Williams then took the stand, and, as already stated, the matter which it was proposed he and two other witnesses should prove was held to be inadmissable.

Mr. Charles Storrs, who acted as one of the arbitrators between Messrs. Tilton and Bowen, was the next witness. He complained of ill health, but his evidence was given with precision and clearness. After some general answers in response to Mr. Tracy's questioning, he testified that he first learned that Mr. Tilton had been discharged from the *Union* in January, 1871. He saw him in his house, asked him if he had been discharged, and he replied in the affirmative. He seemed depressed and dejected. They went together to Mr. Moulton. He asked Mr. Tilton what the trouble had been, and he replied that Mr. Beecher, Mrs. Beecher, and Mrs. Morse had been talking ill of him and had influenced his wife against him. He said also that a lady had told stories of him to Mr. Bowen which were untrue; that the lady on the contrary had made advances toward him, and that it was the case of Joseph and Potiphar's wife over again. Witness also testified to a conversation at Mr. Moulton's in which he described Mr. Tilton as saying that Mr. Beecher had humbled himself before him as before God, adding, "And he shall, too." In a second conversation Mr. Tilton spoke of Mr. Beecher having made improper advances to his wife. Witness never heard Mr. Tilton allege any charges against Mr. Beecher other than those mentioned in these two interviews. He never, to witness' knowledge, made any allegation of adultery against Mr. Beecher. The investigation here touched slightly on the negotiations connected with the establishment of the *Golden Age*, toward which enterprise Mr. Storrs had made a gift of $250, declining, however, to be connected with it as a subscriber; and then the settlement of the difficulty between Mr. Tilton and Mr. Bowen was inquired into. Witness had an interview with Mr. Bowen on the subject, and subsequently communicated the details of the interview to Mr. Tilton. Mr. Tilton, he said, asked him to act as an arbitrator in the matter in case there should be an arbitration. The story of the arbitration was then gone over again, and witness said that he consented to remain as one of the arbitrators, provided the difficulties between the three men—Mr. Bowen, Mr. Beecher, and Mr. Tilton—were to be arbitrated and settled. This he said in presence of all the parties. Witness said that it was he who advised Mr. Tilton not to sign the tripartite agreement, as it originally stood, as it was too one-sided. One of the conditions imposed by the arbitrators was that all the papers in the hands of the parties should be burned, and his impression was that Mr. Beecher's letter of apology, and Mr. Tilton's letter to Mr. Bowen of Jan. 1, were specially mentioned. Witness then detailed a conversation with Mr. Moulton subsequent to the execution of the agreement, in which he represented Mr. Moulton as saying that Mr. Samuel Wilkeson had written to him to burn the papers, and adding, in a laughing fashion, "Oh, I have burned the papers, and Mr. Beecher thinks I have; but if I were to burn those papers what would Theodore do in case any trouble should arise?" The examination next touched on the newspaper scheme which had been broached by Mr. Carpenter. Various schemes, Mr. Storrs said, were discussed at a meeting at Mr. Bowen's. The ruling of the court very much narrowed the evidence on this point. A conversation with Mr. Tilton after his wife had left him was then testified to by witness. He described Mr. Tilton as saying that "he must now smash Elizabeth and Mr. Beecher." Mr. Storrs was being examined with a view to the contradiction of Mr. Moulton when the hour of adjournment arrived.

THE PROCEEDINGS.

At 11:05 o'clock, the jury having answered to their names, the court said: "Will you proceed now, Sir?"

Mr. Evarts—If your Honor please, we regret to have occasion to state to the court that a witness whom we regard as of importance, and whose attendance we have expected, as he is a man ordinarily in good health, is very sick, and although we have delayed an application until we should be quite sure that we should be disappointed in our hope that he would be well enough to attend, we now fear that his own safety may require him to leave the city even. That is Mr. Henry M. Cleveland, a witness of a good deal of importance, and he is seriously ill, so that he could not attend the court without great risk to his life; but yet he could sustain an examination if he had the support of his couch, or bed, and we desire that some arrangement should be made by your Honor, with the approbation of our friends, and meet the convenience of all concerned, for taking his testimony at home.

The Court—When is he expected to leave?

Mr. Evarts—Well, he will stay for some time yet. I don't believe he is able to leave now. We should like to take his testimony as soon as we can.

The Court—Whatever may be agreeable to the counsel, I am satisfied. You may take an order to examine him, and I will attend with you.

Mr. Evarts—It is thought very desirable that your Honor should attend, and we have consulted our friends as to their convenience.

The Court—Perhaps some afternoon at 4 o'clock or some morning at 9.

Mr. Evarts—The afternoon, Sir, is the only part of the day that his health will permit of his being examined. He is too ill to be examined in the morning.

The Court—Any afternoon that you agree upon at 4 o'clock I will go with you.

Mr. Fullerton—Well, Sir, we can postpone it until Saturday. It would be more agreeable to us if we could postpone it until that time.

The Court—Very well.

Mr. Fullerton—It is a pretty heavy tax upon us.

Mr. Evarts—Except, as I have stated, we should have to name a late hour in the day, as late as 2 o'clock at least. It certainly would be difficult for him to be examined in an earlier part of the day.

Mr. Fullerton—Perhaps it is better to leave the day and the hour of the day open at present to see what arrangement could be made.

The Court—Very well.

Mr. Fullerton—Saturday would be the best day, it strikes me.

Mr. Evarts—It may take more than one day, considering his strength. He is very seriously sick, and we would like, therefore, to name next Saturday if our friends are agreeable.

Mr. Fullerton—We may fix upon an earlier day, Sir, upon consultation.

Mr. Tracy—Mr. Claflin, will you take the stand?

EXAMINATION OF MR. CLAFLIN RESUMED.

Mr. Claflin resumed his seat in the witness stand.

Mr. Tracy—Mr. Claflin is suffering under a severe indisposition, your Honor, and I shall have to ask Mr. Shearman to repeat his answers to-day, as he did yesterday.

The Court—Yes, Sir, that is satisfactory.

Q.—You said last evening, Mr. Claflin, that the arbitrators were to meet at Mr. Moulton's study—and that meeting took place? A.—Yes, Sir.

Q.—Who were the arbitrators? A.—Mr. Freeland—Mr. James Freeland, Mr. Charles Storrs, and myself.

Q.—Who of the parties were present at that arbitration? A.—They were all present.

Q.—Was Mr. Beecher present? A.—No, Sir; I thought you spoke of the arbitrators.

Q.—Who of the parties to the arbitration were present? A.—Mr. Tilton and Mr. Bowen.

Q.—Was Mr. Moulton also present? A.—Yes, Sir.

Q.—State how the arbitration proceeded? A.—Well, Sir, Mr. Tilton made a statement of his case, quite a long argument, perhaps thirty minutes, in which he stated his grievances and went over the whole ground with Mr. Bowen; after he had finished, Mr. Bowen stated his case, in which he occupied much less time, if I remember right, but a few minutes.

Q.—What then was done? A.—After they got through they retired, and we took the matter into consideration.

Q.—Well, did you agree upon an award that night? A.—In about half an hour we made up our minds what it should be.

Q.—After having agreed upon an award what was done? A.—We sent to the parties and announced to them what we had agreed upon.

Q.—What persons were in your presence at the time you announced the award you had agreed upon? A.—Mr. Bowen, Mr. Tilton, and Mr. Moulton.

Q.—Who of the arbitrators made the announcement? A.—I think I did, Sir.

Q.—What did you state you had determined upon? A.—I said we had made up our minds that they should first burn all the papers connected with the scandal, and that Mr. Bowen should pay Mr. Tilton $7,000, they signing a covenant, or the tripartite agreement, as we called it.

THE PAPERS TO BE BURNED.

Q.—Were any papers that were to be burned mentioned by you particularly? A.—There was a talk, Sir, about the letter of apology. I think the letter was spoken of, prepared—which was then prepared in print by Mr. Tilton the 1st of January, 1871.

Q.—Well, what was—you say those letters were mentioned particularly—those papers? A.—Those and all papers connected with the scandal were to be destroyed.

Q.—Well, after you had announced your award, what was said by the parties—Tilton or Bowen, or either of them? A.—Well, Sir, they—Mr. Tilton and Mr. Moulton agreed—they seemed satisfied with the sum—with the sum awarded; said they would acquiesce in the decision, and seemed—as to burning the papers Mr. Bowen said he had no papers, but he would like the return of the Woodstock letter, which was agreed to.

TILTON WANTED TO ALTER THE AGREEMENT BEFORE SIGNING IT.

Q.—What else was said or done—anything said by Mr. Tilton about his signing the tripartite agreement? A.—Well, after they—after the award was made, I brought out the paper for them to sign; Mr. Tilton said, "I want to alter that paper." I said, "Mr. Tilton, you perfectly understand that paper; it is just what you have agreed to." He acquiesced in that, but said notwithstanding that he insisted upon altering it.

Q.—Go on. A.—Well, I asked him what alterations he desired to make, and he said he would soon—he took his pencil and said he would soon indicate what they were; he interlined the paper, and I think he wrote—I think he put some part of it, to some extent, on another paper which was attached to it—which was either pinned to it or sealed to it; it was in some way attached to the agreement, so we understood how it read.

Q.—Well, what then? A.—The paper was then—the paper was then satisfactory, and I asked Mr. Moulton and Mr. Tilton and Mr. Bowen, and I believe they all said they were satisfied.

Q.—What then occurred? A.—Then there was considerable talk. It was prolonged for some time. I took the paper and I carried it to Sam Wilkeson, as he had drafted the paper, to make a clean copy.

THE CHECK GIVEN BY BOWEN.

Q.—Before proceeding to that, Mr. Claflin, did Mr. Bowen give his check to Mr. Tilton that night? A.—Mr. Bowen gave his check on the spot.

Q.—I present exhibit D 108. Look at that check. [Handing paper to witness.] Was that a check given you by Mr. Bowen on that occasion for Mr. Tilton? A.—I don't know whether I saw the check, Sir, but I know that it was given. Mr. Bowen was very prompt about it. He turned to me and said he didn't know what the state of his exchequer was, and asked me if I would lend him the money. I told him I would, with pleasure.

Q.—Well, what did he do then? Did he fill out the check? A.—He filled out the check immediately—it was in a very short time—five minutes.

Q.—What was done with the check after he filled it out? A.—I don't know, Sir; I did not see him pass it to Mr. Moulton or Mr. Tilton. I presume it was handed to them. I don't remember that I did.

Q.—Did you observe the date of this check? Mr. Beach—You presume what?

The Witness—I presume it was handed over to the parties.

Mr. Tracy—Did you observe the date of this check? A.—April 3, I think.

Q.—Does that enable you, Mr. Claflin, to fix the date of this arbitration? A.—Yes, Sir, it was the 3d or the 4th—it must have been; I presume it was the 3d, Sir, for I think, as it was after banking hours, the presumption would be that the check was dated the next day.

Q.—How soon after Tilton's saying that—after Tilton's altering the agreement and saying it was satisfactory—did Mr. Bowen make out this check? A.—Oh, it was done immediately, Sir, the check part of it was; Mr. Bowen showed very great promptness in completing the arrangement.

Q.—State whether or not the making out of this check was the last act that was done that night in closing the arbitration? A.—I think it was, Sir; it is the last thing of any importance

THE TRIPARTITE AGREEMENT.

Q.—I understand you to say, Sir, that you took the tripartite agreement away with you that night, and took it to Wilkeson? A.—I took it to Wilkeson; yes, Sir.

Q.—Did you take it that night or the next day? A.—I took it away that night; I think I carried it away with me.

Q.—When did you take it to Wilkeson? A.—I took it the next day—

Q.—Did you afterward receive a clean copy of an engrossed—

Mr. Shearman—Wait a moment.

The Witness (concluding his answer)—Probably the next day, I am not quite certain; I presume I took it the next morning.

Q.—Did you afterward receive an engrossed copy of this tripartite agreement from Wilkeson? A.—Yes, Sir.

Q.—What did you do with it? A.—I have forgotten who saw the paper first.

Q.—Do you mean which of the parties saw it? A.—Yes; I think I carried the paper to Mr. Charles Storrs, that is my impression, to take to Mr. Bowen; but the paper was returned to me, if it did go to Storrs, without any signature; I afterward took it to Bowen, and Bowen signed it.

Q.—What then became of it? A.—I have forgotten who took it next, but I think Storrs took it.

Q.—Was it afterward returned to you with Mr. Tilton's signature? A.—Yes, Sir.

Q.—What did you then do with it? A.—I took it to Mr. Beecher, and he signed it.

Q.—What then became of it? A.—I kept the paper.

Q.—You have been the custodian of the paper since, have you? A.—Yes, Sir.

THE QUESTION OF SUBSCRIBING TO THE STOCK OF THE GOLDEN AGE.

Q.—Now, Mr. Claflin, I desire to call your attention to a conversation between yourself and Mr. Southwick in the early part of 1871 about subscribing to the stock of the *Golden Age*. Did you have a conversation with Mr. Southwick on that subject? A.—Yes, I had.

Q.—Was anything said to you by him about your consulting Mr. Beecher as to whether you had better subscribe or not?

Mr. Fullerton—That is objected to, Sir.

Mr. Tracy—We consider that very material, your Honor, and admissible. The evidence of Mr. Southwick shows that Mr. Tilton requested him to solicit Mr. Claflin to subscribe to the stock of the *Golden Age*, and that Mr. Southwick expressing doubt whether Mr. Claflin would do so, Mr. Tilton says, "You ask Mr. Claflin to consult Mr. Beecher as to whether he had better subscribe to the stock of the *Golden Age*, and Mr. Beecher will advise him to subscribe." "Well," says Mr. Southwick, "I will say so to Mr. Claflin." He says he did say so to Mr. Claflin, and Mr. Claflin reported to him that he had consulted with Mr. Beecher, and Mr. Beecher declined to so advise; and he reported that fact back to Mr. Tilton. Now, I ask the witness whether he did, as a matter of fact, apply to Mr. Beecher for advice, and what advice he received on that subject?

The Court—You can't take the conversation; you can take the simple fact that after a conversation with Mr. Southwick, he did consider the question himself, and did confer with Mr. Beecher, and that Mr. Beecher declined, if that was so. Take the result simply.

Mr. Tracy—Yes, I will take the result of the conversation.

Q.—Did you have such a conversation with Mr. Southwick? A.—I did, Sir.

Q.—Did you, in pursuance of that conversation, apply to Mr. Beecher to know whether you should take stock in the *Golden Age*? A.—I did.

Q.—You had a conversation with him on the subject? A.—Yes, Sir.

Q.—Did he, or did he not, advise you to so subscribe?

Mr. Beach—We object to that question, and take an exception to the admission of it.

The Court—Yes, I think we will take it, Sir. Mr. Shearman—Did he or did he not so advise?

The Court—Don't tell what he said, except yes or no.

The Witness—Shall I tell what he said?

The Court—We want simply the result.

A.—He told me—

Mr. Fullerton—No. What he did advise.

A.—He was utterly indifferent; he said, "You know more about business matters than I do; it is purely a business matter; I am incompetent to advise you on any business matter.

The Court—Well, he didn't advise, Mr. Claflin? A.—No, Sir, he did not.

Q.—Did you so report to Mr. Southwick? A.—I did.

THE REJECTED NEWSPAPER ENTERPRISE.

Q.—Do you remember the publication of what is known as the Woodhull scandal? A.—Yes, Sir; I remember it.

Q.—Do you recollect the date of the publication? A.—I think it was about the last of October, 1872, I think, Sir—just before I came from the country.

Q.—In the December following, did you have a conversation with Frank B. Carpenter and others concerning a new enterprise? A.—Yes, Sir.

Q.—Who applied to you touching that enterprise? A.—I think Mr. Carpenter.

Q.—Did you, in pursuance of his request, have a meeting with any gentlemen in Brooklyn, where that subject was discussed? A.—Yes, Sir.

Q.—Where was that meeting? A.—That meeting was at Mr. Bowen's.

Q.—When was it? A.—I think it was in December, 1872.

Q.—The fore part or latter part of December? A.—I should think it was the last of December; it was after the death of Mr. Greeley, I think, Sir.

Q.—Who was present at that meeting at Mr. Bowen's house? A.—Mr. Carpenter, Mr. Charles Storrs, Mr. Bowen, and myself.

Q.—How long had you known Charles Storrs? A.—I had not known him very much, Sir, till within a year or so of that time.

Q.—You knew of him as a merchant in New-York, residing in Brooklyn? A.—I knew of him, but I did not know him.

Q.—Did you at that time know of him as a friend of Tilton. A.—Yes, Sir, I thought he was.

Q.—And had you been for a long time a well-known friend of Mr. Beecher? A.—I suppose I had; I had attended his church for a good while.

Q.—How long—how late was that interview at Bowen's house protracted between you four gentlemen on the subject of the newspaper? A.—It was quite a long interview, Sir; it lasted until late in the evening.

Q.—What was the scheme that was there canvassed and considered?

Mr. Beach—Objected to.

Mr. Tracy—I expect to bring this conversation home to Mr. Tilton afterward. It is a mere question of the order of proof.

The Court—I think you have it sufficiently. It was the scheme of starting a newspaper; that is the subject.

Mr. Tracy (to the witness)—Was it the scheme of starting a newspaper? A.—Yes, Sir.

The Court—That appears.

Mr. Tracy—Who were the parties to be interested in the paper?

Mr. Beach—I object to it.

Mr. Tracy—I do not ask what was said on the subject of the newspaper scheme.

Mr. Beach—That he can only know from what was said.

The Court—Yes. I do not think we can take that. It does not yet appear that Mr. Johnson—

Mr. Shearman—Mr. Carpenter—

The Court—Mr. Carpenter had authority to speak for Mr. Tilton.

The Court—I do not think we can take it at present.

Mr. Tracy—I will ask you this fact, Mr. Claflin—did you at that time refuse to subscribe for the enterprise?

Mr. Beach—Objected to.

Mr. Tracy—I ask the fact.

Mr. Beach—Well, it is the fact that—

The Court—You can ask him whether he did or did not subscribe—his refusing is giving the conversation, I think.

Q.—Did you subscribe to the enterprise? A.—No, Sir; I did not.

Q.—Did you favor the enterprise?

Mr. Beach—I object to that.

The Court—That is immaterial.

Mr. Tracy—After this conversation, did you see Mr. Tilton? A.—I do not remember, Sir, whether I did or not—do you mean in relation to this newspaper?

THE SUBJECT OF BLACK-MAIL.

Q.—I ask you—I call your attention to a conversation where the subject of black-mail was talked of between you and Mr. Tilton? A.—Mr. Tilton, I remember, coming to my house one night, and he said he had heard I had called him a black-mailer; I asked him who told him so; he did not tell me who told him; the conversation turned on his relations with Mr. Beecher.

Q.—Had you at any time prior to that called Mr. Tilton a black-mailer?

Mr. Fullerton—That is objected to.

The Court—I think we cannot take that.

Mr. Tracy—I submit, your Honor, that that is admissible and material, for this reason—Mr. Tilton comes to him and says: "I understand you have called me a black-mailer."

The Court—Well.

Mr. Tracy—Now, I propose to show that in this conversation at Bowen's house he did say that Mr. Tilton was a black-mailer.

The Court—That conversation, doubtless—

Mr. Tracy—How?

The Court—You can give the conversation when Mr. Tilton was present.

Mr. Tracy—No; Mr. Tilton was not present, but the conversation had been repeated to Mr. Tilton, and he goes and says, "I understand you have called me a black-mailer." Now, I propose to show by Mr. Claflin that he had called him a black-mailer, and the only conversation in which he had denounced him as a black-mailer was that conversation at Bowen's house, where that newspaper scheme was canvassed.

The Court—That is a previous and independent conversation, when Mr. Tilton was not present, and I do not think we can take it. If the plaintiff came to this witness and inquired if he had charged him with being a black-mailer, and the witness made an answer, or avowed that he had, it would be competent, but the independent fact lying back of that is not material.

Mr. Tracy—I will ask the question, and take your Honor's ruling on the subject. Will the stenographer repeat the last question, and let us see if the form of it is right.

The Stenographer—Now, Sir, had you at any time before that called Mr. Tilton a black-mailer?

The Court—That is ruled out, unless it is in Mr. Tilton's presence.

Mr. Tracy—Your Honor will be so good as to note our exception. [To the witness.] State whether or not you had at this conversation at Mr. Bowen's house called Mr. Tilton a black-mailer?

The Court—Same ruling.

Mr. Tracy—I submit, your Honor, that that shows that fact—that this conversation—that he came to Mr. Claflin and asked him that question—shows that this conversation had been repeated by some one to Mr. Tilton.

The Court—That might be.

Mr. Tracy—It is material by whom.

The Court—It may have been repeated by some one, but not adopted by him—no.

Mr. Tracy—Your Honor will note our exception. I will put another question. In that conversation, did you understand Mr. Tilton as referring to the interview that you had had touching the newspaper scheme at Mr. Bowen's house.

Mr. Beach—Objected to.

The Court—It is ruled out, because we must take the understanding from what was said.

Mr. Tracy—Inasmuch as I could not get that out, I thought—

The Court—You are not at liberty to give the conversation.

Mr. Tracy—That is all, I believe, on that subject. You may examine the witness.

CROSS-EXAMINED BY MR. FULLERTON.

Q.—Mr. Claflin, when do I understand you to say the first meeting was had between you and any other person in regard to this matter? A.—The agreement do you mean—the tripartite agreement?

Q.—The first meeting that you had with any person in regard to this matter of which you spoke yesterday? A.—The first meeting I had was at Mr. Moulton's.

Q.—On what day of the month was it? A.—It must have been one of the last days of March.

Q.—In what year? A.—The year 1872.

Q.—Now, will you name the persons who were present? A.—Yes, Sir; there were Mr. Moulton and Mr. Tilton and Sam Wilkeson and myself.

Q.—Mr. Bowen was not present? A.—No, Sir.

Q.—At whose request did you attend that meeting? A.—I think Mr. Beecher asked me to go there, Sir; I am not quite certain about that; before I went I think Mr. Moulton sent for me, or came round to the house; I think I was a little late and they sent round for me; I am not quite certain about that.

Q.—Had you seen Mr. Bowen before you went to that meeting? A.—No, Sir.

Q.—When was the next meeting between you and any other of these gentlemen? A.—The next meeting was a night or two after.

Q.—Be particular, if you please, Mr. Claflin, and state whether it was one or two nights afterward? A.—I think it was Tuesday night; I am not quite certain; I think it was Tuesday night; the first meeting was Sunday night; the next was Monday or Tuesday; I think it was Tuesday.

Q.—Between these meetings did you see Mr. Bowen? A.—After Sunday night? I think likely I did, Sir.

Q.—Is that as near as you can go in stating whether you actually saw him or not? A.—Yes, Sir.

Q.—You have no distinct recollection of having seen him? A.—I am not positive whether I saw him before the next meeting; I think I did, however.

Q.—It was merely an impression of yours? A.—Yes, Sir.

Q.—Now, will you state what took place at the first meeting? A.—Well, Sir, at the first meeting Mr. Tilton showed me the press copy of the letter of 1871, called the personal statement, which he said he would publish in the next *Golden Age* unless he got satisfaction from Mr. Bowen in the way of a settlement.

Q.—In whose presence was that said—I mean who were present besides yourself? A.—These gentlemen that I have mentioned—they were all present.

Q.—Go on with the narration, now, as to what occurred at the meeting. A.—Well, Sir, it was when I saw this article that he proposed publishing I said it would be a very great wrong to all concerned to publish such a thing as that. It could do him no good, and it might do much harm. It was a great scandal to publish to the world.

Q.—I have asked you for the whole of what occurred at that interview. When you get through I will put another question. A.—Pardon me. Further than that, Mr. Wilkeson proposed that they should sign an agreement; they said, I think, Mr. Bowen could be persuaded to pay Mr. Tilton what was due; I told him so; Mr. Wilkeson said they might sign an agreement of peace; I told him I quite agreed with him about that, it was time they did; Mr. Wilkeson proposed a rough draft, it I remember right, of such an agreement, which was talked over for a long while, but it was finally concluded that a settlement could be made that Mr. Tilton would sign.

Q.—I asked you what was said, not what was concluded. We only concluded from what was said; I had no other way to conclude except from what was said.

Mr. Fullerton—If you tell us what was said we will know what concluded.

Mr. Shearman (who continued to repeat Mr. Claflin's answers aloud)—I can't talk to two at once; let me state his answer.

Mr. Fullerton—If you can keep quiet while I am talking it is very easy to know what he says.

Mr. Shearman—It is very easy; the witness said it was agreed they should sign a settlement.

Mr. Fullerton—I move to strike that out.

Mr. Tracy—I think it is an answer to the question.

Mr. Fullerton—I think it is not an answer to the question.

The Court—I think you can let that stand.

Mr. Fullerton—Is it possible that the witness could say what was agreed upon on that occasion?

The Court—No, Sir; he cannot say that.

Mr. Fullerton—But, your Honor, he assumed to determine that important fact; I want him to say what occurred there, and let the court and jury say whether it amounted to the dignity of an argument or not.

The Court—The witness understands that now.

Mr. Tracy—Does your Honor rule to exclude it?

The Court—No, Sir; I have decided to admit it.

Mr. Tracy—Your Honor will pardon me—

The Court—I will let it stand unless you make a motion to strike it out, and then we will hear you.

Mr. Tracy—Oh, I have nothing further to say, then.

The Court—Let us hear the conclusion.

Mr. Fullerton—Well, let the conclusion stand, your Honor, and then take the conversation?

The Court—Yes; I think we will.

Mr. Beach—We accede to that.

Q.—I want you to state, Mr. Claflin, what was said by the parties present at that interview, and let others determine whether it was an argument or not? A.—Mr. Tilton insisted all the way through that this publication would be made, and nothing could stop it except that a settlement was made by Mr. Bowen; Mr. Bowen, he said, had treated him very badly in the discontinuance of his contract that had been made, and he would have satisfaction, or else he would publish that agreement.

Q.—Publish that agreement? A.—Publish that statement—the personal statement.

Q.—Well? A.—Well, Sir, there was some considerable talk.

Q.—Oh, the considerable talk is what I want. A.—I can't remember what it was, Sir; I could not give you the language; I could not give you what I talked with my partner only yesterday on an important subject; but I know that that was the substance of the conversation.

Q.—What you have now stated? A.—Yes, Sir.

Q.—And you have now stated all that you recollect? A.—It was agreed that we should have a meeting the next evening.

Mr. Beach (interrupting)—Now, stop one moment.

Judge Neilson—That is a mere agreement to meet the next evening.

Mr. Fullerton—Well, before you come to that I want to know if you have related all that you remember that took place between the parties to the tripartite agreement that evening. A.—It was said by Mr. Wilkeson and myself that we had no doubt Mr. Bowen would come into an arrangement for settlement in some way by arbitration, and that being done, it was understood that the papers that we were talking about—or that Wilkeson had spoken of—should be burned.

Q.—You are speaking now of the first meeting? A.—Yes, Sir; Sunday night.

Q.—If you remember anything else, please state. A.—I think I have given you the substance of the conversation that night; it was—it ran into the meeting on the next night very much.

Q.—How? A.—It ran into the next meeting very much.

Q.—The conversation of the first night didn't run into the meeting of the second night, did it? A.—Well, Sir, we proposed to continue the meeting the next night.

Mr. Fullerton—Now, Mr. Claflin, do not interminglе the two occasions; I want you to go on and state until you have exhausted your memory as to what occurred at the first meeting; leave the second meeting by itself.

The Witness—Yes, Sir, I believe I have stated the substance of the meeting.

Q.—A moment since you stated that something was agreed upon that night.

The Witness—I—

Mr. Fullerton (interrupting)—One moment; have you stated all that occurred there and all that was said by any party to that agreement, by which you inferred that there was an agreement?

The Witness—I spoke of an agreement, but—

Mr. Fullerton (interrupting)—One moment—

The Witness (continuing)—I corrected myself there; I spoke of an agreement, but I meant the personal statement.

Mr. Fullerton—You spoke—you said in effect that something was agreed to in that conversation of the next meeting.

The Witness—Yes, Sir.

Q.—Now, have you stated all that was said by any party there, from which you inferred something was agreed to? A.—I stated that Mr. Tilton and Mr. Moulton—

Mr. Fullerton (interrupting)—You are not answering my question, Mr. Claflin.

The Witness—Won't you please give me the question again?

Q.—Have you now stated all that occurred at that first meeting from which you inferred something had been agreed to? A.—Doubtless I have not, Sir, for the meeting lasted three or four hours; there was a great deal said, no doubt, that I have not told you, but I think I have given you the substance of it.

Q.—Have you now stated all that you remember which occurred there, from which you inferred an agreement had been made? A.—I do not think of anything now, Sir.

THE PAPER WHICH WILKESON READ AT THE FIRST MEETING.

Mr. Fullerton—Very well; then we will pass on. You have stated Mr. Wilkeson produced some paper which he had drawn up? A.—Yes, Sir.

Q.—Did you read it? A.—Yes, Sir; I think I did.

Q.—Was that the paper which you stated yesterday was satisfactory to all the parties? A.—Yes, Sir.

Q.—Was that the paper which Mr. Tilton then proposed to sign? A.—No, Sir.

Q.—What paper, if any, did he propose to sign? A.—A similar paper, Sir, which had been made more complete.

Q.—I am speaking of the final interview. A.—No, he did not speak of any paper that he was ready to sign that evening. He did not propose to sign it. It was merely a rough agreement which seemed satisfactory. The next evening he spoke—

Mr. Fullerton (interrupting)—Now, don't get to the next evening, I beg of you; we will get things mixed up.

The Witness—Yes, Sir.

Q.—There was no proposition on his part to sign that paper the first evening? A.—It was not ready to sign.

Mr. Fullerton—I don't ask you that; I ask whether there was any proposition on his part to sign that paper the first evening? A.—He expressed a willingness to sign a paper such as, in effect, he proposed to sign the next evening, and which was finally agreed to, and Mr. Tilton gave us the substance of the agreement which was finally consummated.

Q.—Mr. Tilton? A.—Mr. Wilkeson, I mean. It was altered somewhat. It was in substance the same paper.

Mr. Beach—That is all irresponsive.

Mr. Fullerton—That is all irresponsive to my question, Mr. Claflin. Was there any proposition that Mr. Tilton should sign the paper which Mr. Wilkeson read at the first meeting? A.—Yes, Sir.

Q.—Who made that proposition? A.—I do not know whether I did or Mr. Wilkeson. I think Mr. Wilkeson made it.

Q.—What did Mr. Tilton say to that proposition? A.—Well, Mr. Tilton expressed his willingness to agree to such an agreement as that; I don't rem

Mr. Bowen, Mr. Freeland, Mr. Charles Storrs, and myself.

Q.—Statements were made by the respective parties, I understood you to say? A.—Yes, Sir, they were their own lawyers and we got through quick. [Laughter.]

Q.—How long after the award was made before Mr. Bowen drew his check? A.—It was immediately Sir, as I remember it.

Q.—Had he a blank check with him? A.—I do not know whether he had or whether he borrowed one; I am uncertain about it.

Q.—Did you lend him the money to pay the award? A.—No, Sir; he did not need it; I agreed to; I remember his asking me; it was done so quick, he said, he did not know what the state of his finances was; he wanted to draw a check, he said, if you will lend me the money, if I have not the money, and I said, "I will, with pleasure."

Q.—He did not borrow it, or any part of it, from you? A.—I think he came to my office the next morning, and said he did not want it.

Q.—Do you recollect whether anything was said when he drew that check about dating it ahead? A.—I do not remember, Sir.

Q.—Tax your recollection now, please? A.—It might have been dated the next morning; very probably it was.

Q.—I want your recollection; I am not inquiring about probabilities? A.—I am certain—quite sure it was not dated ahead, for he had the money, and I was going to give him the money if he had not it.

Q.—Now, Mr. Claflin, I hope sincerely you will answer my question and not indulge in any reflections upon the subject.

Mr. Tracy—He is answering.

The Court—No; the counsel asked him if anything was said about dating it ahead.

Mr. Tracy—He said there was not.

Mr. Fullerton—He undertook to state the reason it was not dated ahead. He said it was impossible because— [To the witness]—I ask you what was said; do you recollect a suggestion of this kind, "I do not know whether I have got the money or not, but I will date my check ahead?" A.—No, Sir.

Q.—Did you see the check after it was drawn? A.—I don't think I did.

Q.—Do you know whether it was drawn? A.—I know it was drawn; I saw him draw it.

Q.—Do you know whether the date was then and there inserted as the day it was drawn? A.—I think it was.

Q.—Do you know? A.—I do not know that I saw the check, and I could not say whether it was so.

Q.—Was anything said to Mr. Tilton at the time of the delivery of that check as to when it should be deposited for collection? A.—No, Sir.

Q.—Do you mean by that that you do not recollect or that you have a positive recollection that nothing was said? A.—I do not remember that anything was said.

Q.—Now, Mr. Claflin, have you stated all that was said between the parties that you recollect now in reference to an arbitration of the difficulties between Mr. Tilton and Mr. Bowen?

Mr. Beach—On his cross-examination.

Mr. Fullerton—On your cross-examination? A.—No, Sir, I cannot have stated all that was said, for they talked about—

Q.—Have you stated all that you recollect that was said? A.—All that I remember.

THE EXECUTION OF THE TRIPARTITE AGREEMENT.

Q.—Come now to the execution of the tripartite agreement—you were present when some of the parties signed it? A.—I think I was present when Mr. Bowen signed it, and when Mr. Beecher signed it; I was not when Mr. Tilton signed it.

Q.—Which of the parties signed it first? A.—I am not quite certain; I think Mr. Bowen signed it first—Mr. Bowen or Mr. Tilton; Mr. Beecher signed it last I know.

Q.—What became of this printed slip which you saw at the first meeting? A.—That was attached to this agreement.

Q.—The very one which you saw then was attached to the agreement? A.—I think the very one.

Q.—How? A.—I think the very one.

Q.—Do you recollect the fact that it was attached when you procured the signature of one of the parties to it? A.—I think it was.

Q.—And formed a part of the document, did it? A.—Yes, Sir.

Q.—Was that paper read over during any one of these conversations which you have related? A.—I do not know whether it was read aloud, but it was passed round, and each one looked at it; I remember reading the paper myself, and I think it was read by the whole; I do not know but it was read aloud; I am not certain.

Q.—Did not Mr. Tilton insist in these conversations, whenever that paper was alluded to, or upon some one of the occasions when it was alluded to, that its statement, so far as he was concerned, was true? A.—I do not remember his saying anything about it; I do not think he did, Sir.

Q.—Was the truth of the statement discussed at all? A.—No, Sir.

Q.—You did not, nor did any one there, charge that that was untrue? A.—We did not go into that; I do not think we went into that much.

Q.—That was not discussed, then, at all? A.—I do not think it was, Sir.

Q.—Do you know what became of the original draft of that proposed tripartite agreement which Mr. Wilkeson produced and read at the first meeting at Mr. Moulton's house? A.—I do not know, Sir.

Q.—Did you ever see it after that first meeting? A.—No, Sir.

Q.—Do you know what became of any proposed alteration which Mr. Tilton prepared to that agreement at any time, if he did prepare one? A.—I do not remember about that, Sir; Mr. Tilton—the agreement that he interlined that I spoke of as attached to another paper, that was at the second meeting.

Q.—My question embraced any of these meetings. A.—Yes, Sir; the second meeting; I do not know what became of that paper.

Q.—What did you do with the paper thus emended? Did you take it to Mr. Wilkeson? A.—I took the paper to Mr. Wilkeson.

Q.—When did you take it to Mr. Wilkeson? A.—The next day, to have it complete.

Q.—Did you take this printed slip also? A.—Yes, Sir; I took the whole thing.

Q.—And did you take the proposed amendment of Mr. Tilton? A.—Yes, Sir.

Q.—In his own handwriting? A.—Yes, Sir.

Q.—And did you give this to Mr. Wilkeson? A.—Yes, Sir.

Q.—Did you leave them with him? A.—Yes, Sir.

Q.—And have you seen them since? A.—No, Sir.

Q.—Do you know new where they are? A.—No, Sir.

Q.—You have no knowledge, then, I understand you, of either one of these papers after you handed them to Mr. Wilkeson to engross? A.—No, Sir.

Q.—And never saw them afterward? A.—Never saw them.

Q.—Or either of them? A.—Never saw any of those original papers.

Q.—Now, Mr. Claflin, we will take up another subject. Was anything said at any one of those conversations as to who should be the custodian of the tripartite agreement when executed? A.—I think Mr. Moulton—Mr. Tilton proposed to leave it with Mr. Moulton.

Q.—Is that all that was said upon that subject? A.—And I think that was objected to, and I proposed that Mr. Freeland or Mr. Storrs take it.

Q.—I want the whole proceeding on that subject. A.—That is all I remember, Sir.

Q.—Well, who did finally take it? A.—I took the paper.

Q.—Did you take it without anything being said upon that subject? A.—It was—it was agreed that I should take the paper.

Q.—I asked you, all that was said upon the subject of the custody of the paper. A.—It was agreed that I should take it.

Q.—Who agreed? A.—Mr. Moulton, Mr. Freeland, and Mr. Storrs.

Q.—And did you, in consequence of that, take the paper? A.—I took the paper; yes, Sir.

Q.—Well, was there any arrangement entered into between you as to whether it should be kept a secret? A.—No, Sir; nothing said about a secret.

Q.—Was no obligation imposed upon you as to letting persons see it or giving a copy of it? A.—No, Sir.

Q.—Well, did you give a copy to any one? A.—No, Sir.

Q.—How long did it remain in your custody? A.—All the while, Sir.

Q.—How? A.—It remained all the while; I think Mr.—

Q.—Up to what time? A.—I think Mr. Storrs had the paper once.

Q.—When did he get the paper? A.—I am not certain, but I think Mr. Storrs borrowed the paper this Winter some time.

Q.—Did it remain in your custody up to that time? A.—Yes, Sir; it was in my custody; I am not certain, but Mr. Beecher might have borrowed the paper one day for a little while.

Q.—Well, do not you remember whether he did or not? A.—I remember his asking me—

Mr. Beach—No, no.

Mr. Fullerton—No, no; I did not ask about that; did he borrow the paper? A.—I am not certain whether he did or not; if he asked me for it—

Q.—I do not ask you that. A.—If he asked me for it—

Q.—I do not ask you that. A.—My recollections are that he sent and asked me for the paper.

Q.—I do not ask you for that; I asked you whether he ever got the paper from your possession. A.—I do not remember; I am not positive.

Q.—What is your best recollection upon the subject? A.—My best recollection is that I sent him the paper one day, and he sent it back to me in a short time.

Q.—Now, when was that? A.—I do not remember, Sir, when it was.

Q.—About what time was it? A.—I think it was before Mr. Storrs borrowed the paper.

Q.—That don't aid me in getting at the time at all. A.—I have no recollection when that was.

Q.—What year was it in? A.—I think it was not long after the paper was made; I am not certain.

Q.—And the paper was made, was it not, in March, 1872? A.—I think it was made in April, 1872.

Q.—April, 1872? A.—Yes, Sir.

Q.—And your recollection is that Mr. Beecher sent for it and got it and returned it soon after that? A.—Yes, Sir.

Q.—How long did he keep it? A.—I think a very short time when it was sent back.

Q.—Do you recollect whenit was published in the newspapers? A.—No, Sir; I don't remember.

Q.—Do you recollect the fact that it was published in the newspapers? A.—Yes, Sir, I remember it was published.

Q.—Don't you recollect the year in which it was published? A.—No, Sir, I could not tell; I could not say when it was published.

Q.—It was published in the year 1872, was it not? A.—I am not sure, Sir; I don't remember.

Q.—Don't you recollect it was published the year prior to the appointment of the Investigating Committee? A.—That would be 1874.

Q.—1874 the Investigating Committee was appointed? A.—1873 then.

Q.—The Investigating Committee was appointed in 1874; my question is, don't you recollect that the tripartite agreement was published the year prior to the appointment of that committee? A.—I don't remember, Sir, when that was published.

HIS ACQUAINTANCE WITH VICTORIA WOODHULL.

Q.—Mr. Claflin, do you know Victoria Woodhull? A.—Yes, Sir; I know her a little.

Q.—Well, how little or how much? [Laughter.] A.—I have seen her on two or three occasions. She has called at my office once or twice.

Q.—Did you return the calls? A.—Yes, Sir; I did once.

Q.—And where did you call upon her? A.—I called upon her in Broad street.

Q.—What number? A.—I have forgotten the number.

Q.—When did you make your call? A.—I think soon after she came there.

Q.—Well, that don't aid me in getting at the time? A.—I don't know when she came, I'm sure.

Q.—How? A.—I don't know when she came. I remember calling on her with Mr. Vail, of the Bank of Commerce.

Mr. Fullerton—Now, now; don't, I beg of you, take anybody with you.

Witness—No, no. I was going to say I could fix it from him possibly.

Mr. Fullerton—We have not time to remove there to fix it.

Witness—Yes, Sir.

Q.—Have you any recollection of the year? A.—I could not say the year.

Q.—Was it soon after she established herself in Broad street? A.—It was pretty soon after that, I know. It was rather a novelty to see lady brokers.

Q.—Well, had you any other object except to satisfy your curiosity in that regard in going there? A.—She had been to my house and had spoken to Mrs. Claflin about their opening these offices in New-York and wishing to form an acquaintance, and she urged me very much to call and see her. Mrs. Claflin said—

Q.—Were you present, Mr. Claflin, just then? A.—No, Sir.

Mr. Fullerton—Well, then, we don't want it.

Q.—How long then before she called to your office? A.—She urged me, I think, before that in a letter she wrote to me—

Q.—I did not ask you about the letter; I asked you when you called upon her? A.—I could not say.

Q.—How long after she called at your house? A.—I think she called at my house—I should think it was—I am not certain whether it was the Winter or the Spring—I was about to say I can't say.

Q.—How long after she called at your house did you call upon her; if you can say that I am satisfied? A.—I think some weeks, perhaps some months.

Q.—How long after she called at your house did she call at your office? A.—It was a good while—she called very soon.

Q.—Did you subscribe for the paper? A.—She sent it to me.

Q.—Did you subscribe for the paper? A.—No, Sir; I did not subscribe for it; she came to the office—

Q.—Did you pay for it? A.—I don't know whether I did or not.

Q.—How? A.—I don't know whether I did or not.

Q.—Don't you recollect whether you paid for it? A.—I remember an advertisement in it.

Q.—Did you pay for the paper? A.—I am not certain.

Q.—How? A.—I am not certain whether she ever sent a bill.

Q.—Did you pay for it? A.—I don't know; if she sent a bill I may have—

Mr. Tracy—If your Honor please—

The Court—He has answered.

Witness—If she sent a bill, I probably paid it; the paper came to the office—I saw the advertisement in the paper, and I sent down asking to stop the paper, but the advertisement had been put in gratuitously.

Q.—You did not advertise in it? A.—No, Sir.

Q.—Well, did you see an advertisement in it of your business? A.—Yes, Sir; it was a card simply.

Q.—Simply a card? A.—Yes, Sir.

Q.—Do you know how many times it was inserted? A.—I don't; it was stopped immediately.

Mr. Tracy—Is this important, if your Honor please? I submit they should not waste so much time of the court by irrelevant matter.

Q.—Did you go to Mrs. Woodhull's office on the suggestion of any one?

Mr. Tracy—The question is one which suggests itself to the discretion of the court.

The Witness—I went there at the suggestion of Mr. Vail; we were passing along, and he said "Let us go in and see the lady bankers," I think.

Q.—Did you go in at the suggestion of any one else? A.—No, Sir, not at that time.

Q.—You have heard it stated when Mr. Tilton made the acquaintance of Mrs. Woodhull, have you not? A.—No, Sir, I don't know that I have; I might have.

Q.—Have you not stated that he made her acquaintance early in 1871? A.—I have heard it, no doubt; but I don't remember.

Q.—And you say you had no connection with the insertion of this card, as you call it, in her paper? A.—No, Sir.

Q.—In that year? A.—I had no idea it was there, or that they published it, until some one called attention to it.

Q.—Did you ever visit Mrs. Woodhull at her house? A.—Yes, Sir, I went there with Mr. Bowen.

Q.—How often did you visit her at her house? A.—That is the only time, Sir.

Q.—But once? A.—But once.

Q.—Do you recollect when it was? A.—No, Sir, I don't.

Q.—You recollect the year? A.—I know it was the week Mr. Louis Tappan died, because Mr. Bowen came down to attend his funeral.

Q.—Don't you know the year? A.—I don't know, Sir.

Q.—What time of the day was it? A.—It was about 4 o'clock in the afternoon; I think we met by appointment there, Sir; we were to see some documentary evidence that she was going to show us.

Mr. Beach—Oh, well, we did not ask that; I move to strike it out.

Mr. Tracy—I object. I submit the witness has a right to state his object—his purpose in going there.

Mr. Beach—Not in our examination.

Mr. Tracy—It is due to the witness to state it in your examination.

The Court—I don't think it is material to say that he went there that she might show him some documents.

Mr. Tracy—Is it material to show that he went there, your Honor?

The Court—I don't doubt that might be material.

Mr. Tracy—If that is material, is it not also material to show why he went there?

The Court—The learned counsel has not asked that question.

Mr. Tracy—It is due to the witness to state why he went there.

The Court—Well, he was not asked that question yet, Sir.

Mr. Tracy—Is the answer stricken out?

The Court—Yes.

Mr. Tracy—Your Honor will please note our exception.

The Court—Yes, Sir.

Q.—At which meeting of you gentlemen was it that it was first suggested that the papers connected with this scandal should be burned?

A.—I think it was suggested at all the meetings; I think it began with the world.

Mr. Fullerton—That is all.

RE-DIRECT EXAMINATION.

Mr. Tracy—One moment. Mr. Claflin, at whose request did you go to see Mrs. Woodhull at her house?

The Witness—I—

Mr. Beach (interrupting)—That is objected to, Sir.

Mr. Tracy (to the court)—The question is at whose request did you go to see Mrs. Woodhull at her house?

Judge Neilson—I think we will take that, Sir. At whose request, if at the request of any one?

The Witness—I went at the request of Mrs. Woodhull's lawyers and of Mr. Bowen; I met those lawyers there, at Mrs. Woodhull's house, and three or four other friends of hers.

Q.—That was the only time, you say, that you was ever in her house? A.—That was the only time.

Q.—Where was it, Mr. Claflin, that Mr. Tilton proposed this tripartite agreement should be left in the possession of Mr. Moulton? A.—I think it was at—I think the last meeting; the meeting when the paper was finished; that is, when it was finally settled and agreed upon.

Q.—What difficulties were submitted to the arbitrators, Mr. Claflin?

Mr. Beach—Objected to, Sir.

Mr. Tracy—What is the objection?

Mr. Beach—The objection is that it calls not for what took place—for the language that was used—but for a conclusion.

Mr. Tracy—I call for a statement—"What;" that calls upon him to state what difficulties were submitted to them.

Judge Neilson—You can inquire for what was said, if he remembers it.

Mr. Tracy—I do call for what was said.

Mr. Beach—That, Sir, is but a mere reopening of a subject matter about which we have inquired nothing on the cross-examination—not a word as to the conversation.

Judge Neilson—I think he may state what he can of the conversation in regard to the difficulties or the questions to be submitted, but nothing but the conversation.

Mr. Beach—Is it admissible, your Honor, after a conversation has been gotten by each party, on the direct and cross-examination, to go upon the same subject again?

Judge Neilson—Perhaps not; but I think in this instance he may take this question.

Mr. Beach (*sotto voce*)—Well, let him go over it again, then.

Mr. Tracy—Go on, Mr. Claflin.

The Witness—What is the question?

Mr. Tracy—State what was said at any of those meetings touching the difficulties that were to be submitted to you—what difficulties, and between whom? A.—The difficulties between the whole three.

Mr. Beach (to witness)—No, Sir. He is calling upon you to state what he said, not your conclusions.

Judge Neilson (to witness)—State what was said, and by whom, Mr. Claflin?

Witness—Well, it was stated that the difficulties were to be settled in that way—by arbitration; the paper was to be signed.

Mr. Tracy—Well, what difficulties, and between whom?

Mr. Beach—What was said about the difficulties, I submit, is the question.

Judge Neilson—Yes.

Mr. Tracy—That is the question I call for—what difficulties, and between whom, was it stated, were to be submitted to the arbitrators.

Mr. Beach—That is not the proper form of the question; the question is, "What was said in regard to the difficulties to be submitted?"

Mr. Tracy—And between whom?

The Witness—The conversation was between Mr. Bowen and Mr. Tilton—or Mr. Moulton.

Q.—Who were the parties to the difficulties that were to be arbitrated?

The Court—No.

Mr. Beach—I submit, Sir, that that is to be derived from what was said.

The Court—No; what was said?

Mr. Shearman—Mr. Claflin was going on to give it.

Mr. Tracy—Proceed.

The Witness—At the first meeting—do you refer to the first meeting?

Q.—Yes, Sir. A.—Or all the way through?

Q.—I refer to any of the meetings, or either of the two first meetings? A.—Well, Sir, Mr. Wilkeson said the difficulties must be settled between—the whole of the difficulties—between Mr. Beecher and Mr. Tilton and Mr. Bowen. I quite agreed with him in that, and then the question was, how they should be settled. Mr. Tilton said he would settle nothing until he got satisfaction from Mr. Bowen by the payment of the sums due him.

Mr. Shearman spoke in an undertone to Mr. Fullerton, and said to the jury, "Can you hear him?" The jurors replied in the affirmative.

Mr. Fullerton—We have got to a point where Mr. Claflin can speak loud enough to be heard.

Q.—Now, will you state who the parties were between whom there were difficulties that were to be settled? Now, what were the difficulties to be settled? What was stated as the difficulties that were to be settled, and where were the difficulties referred to or stated? Where had the difficulties been referred to or stated by any of the parties that were to be settled or compromised? A.—It was this—

Mr. Beach—No, Mr. Claflin.

Mr. Fullerton—State what was stated by the parties, or referred to by either yourself or Wilkeson, in regard to the difficulties that were to be arbitrated? A.—Well, Sir, it would be the difficulties—

The Court—Give the conversation, Mr. Claflin.

The Witness—I could not give any sort of conversation.

The Court—Yes, Sir.

The Witness—The difficulties—

Mr. Beach—Sir!

The Witness—The difficulties to be settled were the—

Mr. Beach—No, Sir; that is not the question, or an answer to the question, that was put to you.

Mr. Tracy—I submit it is.

The Court—No, Mr. Claflin. The question is, what was said about the difficulties? If you cannot remember the precise words, give the substance, not your inference.

Mr. Tracy—That is another form of answering, simply.

The Court—Not your inference, but the conversation. What was said?

The Witness—Well, Sir, I think I have stated all that was said, but I—

Mr. Tracy—I know; but state again what was said in regard to the nature of the difficulties that were existing between Beecher, Tilton, and Bowen that were to be settled.

Mr. Beach—When the witness answers that he has stated and told all that was said, is it admissible, your Honor, on the re-direct examination, to take him over the conversation? It only results in the cross-examination going over them again.

Mr. Tracy—It is entirely competent for me to ask the witness to explain any ambiguity that has crept into his evidence on cross-examination.

The Court—There cannot be any ambiguity when the witness confined himself to the conversation; and there can be none now if he does that. [To the witness]—The counsel objecting understood you to say that you had stated all you could, Mr. Claflin. Is that so?

The Witness—I think I have stated the substance, Sir, of the—

The Court—You have a right to ask him if anything more was said, Sir.

Mr. Tracy—My question to the witness is this: What difficulties between Mr. Beecher, Mr. Bowen, and Mr. Tilton were you talking about at either of those meetings that were to be settled by arbitration?

Mr. Morris—This is objected to, and I understand the Court to intimate—

The Court—Yes; that is not asking him for a conversation.

Mr. Tracy—I ask him for a conversation. What was stated in regard to the difficulties that were to be settled?

The Court—Very well.

Mr. Fullerton—That ground has all been gone over on the direct and cross.

The Court—Well, I think he may state what was said. What was said, Mr. Claflin?

Mr. Fullerton—I shall go over it again, then.

The Witness—The difficulties arose from this paper that was—

Mr. Beach—Wait one moment.

Mr. Tracy—Was that paper—I put this question, Sir: Was there any paper referred to in that conversation as stating the difficulties that existed between Mr. Bowen, Mr. Tilton, and Mr. Beecher that required to be settled by arbitration? A.—It was in the personal statement, Sir.

Q.—It was the difficulties set forth in the personal statement, was it? A.—Yes, Sir, that was it.

Q.—What was said by either Mr. Wilkeson or yourself in regard to the nature of the difficulty stated and set forth in that personal statement?

Mr. Morris—That we object to.

The Court—Well, your witness has said that he stated all that he remembers or can state on that subject.

Mr. Tracy—Well, now I am calling his attention to a specific point of the conversation, and asking him what was said on that subject; if anything was said on it.

The Court—Well, what can you say to that, Mr. Claflin?

The Witness—Well, Sir, what I said before; he said it was a great scandal and a shame, that that should be published to the world, and that an agreement and settlement must be made.

Q.—Settlement of what? A.—Settlement of all difficulties between them.

Q.—Difficulties as stated where? A.—As stated in that personal statement.

The Court—Now we have had that several times.

Mr. Tracy—I think the other side discover the point of the examination.

Mr. Morris—No, we don't.

Mr. Tracy—I don't say you did.

Mr. Beach—Yes, we have made that happy discovery. [Laughter.]

The Court—Now proceed to something else, Mr. Tracy.

Q.—In that conversation, either of those conversations on Sunday night, or on Tuesday night, was there anything said by Tilton, if so, what, in regard to his having commenced suit against Bowen?

Mr. Fullerton—Now, Sir, that subject has all been exhausted.

Mr. Tracy—I know it has, and I propose to re-exhaust it, so far as that question is concerned.

Mr. Fullerton—Well, if your Honor permits it.

The Witness—I think he said a suit had been commenced.

Mr. Tracy—Your Honor observes that the counsel has taken the witness over all that was said in his examination, and asked him to repeat on his cross-examination everything that was said. Now, the witness omitted, on his cross-examination in reference to what was said—

The Court—It was equally omitted on your direct.

Mr. Tracy—No, Sir; it was stated on the direct.

The Court—Then if it was stated on the direct it need not be repeated.

Mr. Fullerton—Certainly.

Mr. Tracy—My recollection differs from your Honor's; it is a form of cross-examination which enables me to recall the point to the witness.

The Court—Well.

Q.—You said on your direct examination that your best recollection was that you saw Bowen between Sunday night and Monday; on your cross-examination you say that you have an impression that you saw Mr. Bowen between Sunday night and Monday. Now, do you mean to say that it is your best recollection that you saw him, or that it is a mere impression? A.—Yes; it is my best recollection, but I am not quite certain; I thought I expressed that.

Mr. Tracy—That is all.

Mr. Fullerton—We have nothing more, Sir.

The Court—That is all, Mr. Claflin.

The court then took a recess.

AFTER RECESS.

Judge Neilson was on the bench at 2 o'clock, and the jury were called and announced present. None of the counsel were present except Mr. Hill and Mr. Tracy. At 2:08 Mr. Beach came in, followed by Mr. Shearman. A lady then came forward, took the stand, and was sworn, giving her name as Louise Johanna Wroeger.

TESTIMONY OF MISS LOUISE J. WROEGER.

Mr. Hill—Miss Wroeger, what is your business? A.—Telegraph operator.

Mr. Hill—Please speak as though you were speaking to the further of those gentlemen, [indicating the jury.] A.—Telegraph operator.

Q.—Were you a telegraph operator in the employ of the Western Union Telegraph Company at their general office in New-York in the month of June last, 1873—the 2d of June? A.—Yes, Sir.

Q.—Have you a message which you received from Brooklyn that day now in your possession? A.—Yes, Sir.

Q.—Please produce it. [The witness produced a paper.]

Mr. Hill (to the stenographer)—Just mark it—well, I will offer it in evidence in a moment. Miss Wroeger, be kind enough to state to us the course of business in receiving messages at the office by you for the purpose of transmission further on. What is the first thing you receive? A.—The number of the message from the place it is sent from.

Q.—Yes. Now, what was the number of that message? A.—No. 8, from Brooklyn.

Q.—No. 8, from Brooklyn. What would come next? A.—The figure 2, signifying the day of the month.

Q.—The figure 2, signifying the day of the month. What next? A.—Next the name of the person the message was to.

Q.—And his address? A.—His address.

Q.—Then what? A.—The body of the message.

Q.—Then what? A.—The signature.

Q.—Then what? A.—Then the check; that is, the number of words and whether paid or collect.

Q.—Yes. And then there comes—what are those? [indicating.] A.—The signature of the operator sending the message to me, and my own.

Q.—The "D." signifying his, and the "W." your own? A.—Yes, Sir.

Q.—Now, I notice upon this paper that the month—that the date is written out in full; first, there occurs the word "Brooklyn," and then "3" is written in the blank, making it 1873. Did you receive that word 1873, or did you put that in? A.—No, Sir; I put that in.

Q.—Who put upon that message the date June—written out? A.—I did.

Q.—That you did after you received the figure indicating the day of the month? A.—Yes, Sir.

Q.—Yes. Now, what time was it received by you? A.—8:58.

Q.—8:58? A.—In the morning.

Q.—And then you handed it to some one else for transmission on to Peekskill? A.—Yes, Sir.

Q.—Now, are you enabled to swear that you received that message from Brooklyn on the second day of June at 8:58 o'clock? A.—Yes, Sir.

Mr. Hill—I propose now to read it in evidence, Sir. [To the witness]—Oh, there are figures in the corner. "1. B.," what does that signify? A.—The number of the message sent to Peekskill; No. 1 to Peekskill, on the 2d of June.

Q.—That is the first Peekskill message that was sent from the general office to Peekskill that morning? A.—Yes, Sir.

Mr. Hill—I now read the memorandum on the corner:

"1. B.," "8," the number of the message. "W. Brooklyn, 2, '73, 8:58," in the corner.

Thomas Turner, Peekskill, N. Y.:
Send for us to train leaving New-York at 2 P. M.
HENRY W. BEECHER.

"10 paid, D.," then "W." signifying her initial. [To witness]—See a pencil memorandum at the bottom, "Z 10:24."

The Witness—That is the time it was sent from the general office to Peekskill.

Mr. Hill—Yes. [To the stenographer]—You may mark that now, please. [To the witness]—That is all, Miss Wroeger.

Mr. Fullerton—Nothing to ask.

TESTIMONY OF MARY C. JOSEPHS.

Mary C. Josephs, having been sworn, was examined as follows:

Mr. Hill—Miss Josephs, where do you reside? A.—Peekskill.

Q.—What is your business? A.—Telegraph operator.

Q.—Were you a telegraph operator in the Western Union Telegraph Company's office at Peekskill in the month of June, 1873? A.—Yes, Sir.

Q.—Look at that paper, and please state whether you received a message from Henry Ward Beecher to Thomas J. Turner, from Brooklyn, the 2d day of June, 1873? A.—That is the message.

Q.—Is that the message itself, or is it a letter-press copy of it? A.—A letter-press copy.

Mr. Hill—I offer to read it in evidence.

Q.—This is just as it was sent to Mr. Turner? A.—Yes, Sir.

Mr. Hill then read the copy of the message, as follows:

"Brooklyn, N. Y., June 2, (87)–3."

Q.—Was it written on a blank? A.—Yes, Sir.

Mr. Hill (reading):

"9:28 A. M. Thomas J. Turner: Send for us to train leaving New-York 2 P. M.
HENRY WARD BEECHER.
10 pd. Z. C."

TESTIMONY OF GEORGE F. WILLIAMS.

Mr. George F. Williams was then called, and having been sworn was examined as follows:

Mr. Hill—What is your present business? A.—Editor.

Q.—Of what newspaper? A.—New-York *Herald*.

Q.—What is your position on the *Herald*? A.—Law editor.

Q.—How long have you been a journalist, or an editor? A.—I have been a journalist eighteen years.

Q.—Ever connected with THE NEW-YORK TIMES? A.—Yes, Sir.

Q.—Mr. Williams, did you see the publication of *Woodhull & Claflin's Weekly* under date of Nov. 2, 1872, which contained an article which has been known as the "Woodhull Scandal" about Mr. Beecher? A.—I saw that paper.

Q.—Now I desire to ask you if you saw proof-slips containing the substance of that article at any time before it was produced?

AN OBJECTION BY MR. FULLERTON.

Mr. Fullerton—That is objected to.

Mr. Hill—Before it was produced publicly, I mean, in the *Woodhull & Claflin's Weekly*.

Mr. Beach—We would like to know what the object is.

Mr. Hill—I propose to prove by this witness and two others that proof-slips containing the substance of the article which was published in *Woodhull & Claflin's Weekly* under date of Nov. 2, 1872, was distributed among newspaper men, this gentleman and the other two witnesses in particular—one of them in the Spring of 1872, another one about May, 1872, and the third before the Summer was over in 1872. I suppose they were the same publications which the witness Woodley has spoken of.

The Court—How do you connect the plaintiff with that, Mr. Hill?

Mr. Hill—Woodley connected the plaintiff with it.

Mr. Shearman—What is the ground of this objection?

Mr. Beach—That it is totally immaterial and secondary, and calls for the conclusion of the witness.

Q.—Did you receive certain proof-slips of printed matter from the galley proofs, the subject matter of which was the scandal about Henry Ward Beecher.

Mr. Fullerton—That is objected to.

Mr. Shearman—Then we may as well get at the merits at once. We were trying to obviate the objection that it was secondary. If your Honor please, the witness Woodley has testified that he saw those slips, had them in his hand at some time previous to November, 1872. I suppose we should produce our evidence on that point before the rebuttal. If the gentlemen are wise they will not attempt to disprove that statement; but they may not be wise; they may attempt to disprove it, and then I suppose if we come in with our reply to the rebuttal they will say that we should have brought it in at this stage. Now, we suppose that these proofs were in existence long before the publication of the Woodhull scandal; that they were in circulation in newspaper offices, and that we have connected the plaintiff with these slips six weeks to two months prior to their publication. We propose to show that such slips were in existence in order to make our story reasonable and consistent, showing that some of these slips were in his hands or looked at by him. Certainly we must show that they were in existence in order to connect him with them. Now, we propose to show that they were in existence and in the hands of other parties, thus making the story reasonable, and probable, as the witness Woodley has told of these slips being exposed and in the hands of the plaintiff's friends two months before the publication. But we are offering to show now the existence for a considerable time prior to the publication of this article, and prior to the time at which Woodley says he saw these slips in the presence of the plaintiff. It seems to me this is relevant and material.

Mr. Fullerton—If your Honor please, it is not at all to be wondered at that they have a desire to bolster up the witness Woodley. But, at the same time, they cannot do it in this way. Now, they start off with a proposition that Woodley swore that he had seen slips of this article, called or known as the Brooklyn scandal. Now, Sir, there is no such proof in this case as that. Woodley did not swear, as I recollect his testimony, to any such thing at all; and even if he did it would not make this evidence admissible in this case. In the first place, in order to prove that those were slips printed of that scandal, they must prove the contents of the paper to which the attention of the witness is called. And again, sir, they don't propose to prove that these printed slips contained the scandal as it was published, but they propose to take the judgment of this witness upon the subject whether these slip did not contain the substance of that scandal. Therefore, the proof is entirely irrelevant. The plaintiff has been connected in no way with the publication of what is now proposed to be proved by the witness as to the existence of these slips. If we should indulge in inferences, the inference would be that the paper which was put into the hands of this witness and which he saw some time in 1872 was quite different from what Woodley undertook to swear was in existence. At all events, before they can affect the plaintiff in this case by anything that was printed in the shape of a slip of this scandal, whether it contained the scandal itself or the substance of the scandal, whatever it may have been, they must show that he had some connection with that publication over and above what has been sought to be established by the witness Woodley.

THE CONNECTION OF THE PLAINTIFF WITH THE PUBLICATION.

Mr. Hill—Now, may it please your Honor, we have this connection established—the connection of the plaintiff with this publication by the Woodhulls—first, a conversation in his presence in 1871, which Cowley heard and has testified to, wherein he listens approvingly, at least silently, while a slander of that description is being circulated in regard to his own wife. Secondly, we have the statement of Cooke, at another time, I think at an earlier time than Cowley, (but the order can make but little difference,) in which the same thing is established. And then again, in 1872, we find from the testimony of Mr. Woodley, that Mr. Tilton and Mrs. Woodhull are in that office together, talking about this scandal, as I understand his testimony; and my learned friend strove very hard to get the witness into confusion in reference to this point—whether they were reading from a manuscript or from proof-slips. Your Honor cannot fail to recollect the examination of Mr. Woodley upon that very point. Now, Sir, as confirming Woodley's statement about the existence of proof-slips at that time, we offer to show that they had been distributed among newspaper men, and were perfectly well known to newspaper men. Now, we cannot, in any way that I know of, show that those papers were the identical papers which were there present and that Woodley referred to; but it is competent for us, as it seems to me, to show the existence of proof-slips at that time, as well by Woodley as by some one else. Having shown Mr. Tilton's relation to proof-slips by these three witnesses, coming to a point culminating with Woodley, it seems that this onus is at least thrown upon him to explain that. I have the examination of Mr. Woodley before me—

"Q.—Now, James, at the time of this conversation was there any paper of any kind with these parties? A.—O, yes, there were; the proofs were all ready there to go to the press for their publication.

Q.—Who had them in hand there? A.—Miss Claflin, Mrs. Woodhull, and Mr. Tilton; Col. Blood had gone off.

Q.—Now, were you not before that time familiar with proofs, printed slips—I don't mean on this subject—this or any other subject? Was that any part of your employment? A.—O, yes; I had to usually take them up to the printing office."

Then in another place there is a question and answer—

"Q.—I am now speaking particularly of the time when the conversation took place, and you said there were some slips there. Did you have them in your hands in any way? A.—I did have printed slips in my hands; I don't know what they were, or what they contained, at all.

Q.—And did you have those that you have spoken of as having been in their hands? A.—Yes, Sir."

And then a step further—Mr. Evarts says:

"I understand that I am now talking of the time when it was really published, and when you were arrested? A.—I heard them talk about it—the Beecher scandal."

Showing that they were there, as I understand his testimony, talking about this Beecher scandal, and about proof slips which were then present. Now, we can show the contents of the proof slips, and that they were identical in substance with the article subsequently published by Mrs. Woodhull, by those three witnesses, and we desire to do it.

The Court—I understand from the testimony of the witness that it was a part of his business to carry from the office in Broad street, up to the printing establishment, the slips, proof-sheets, and various papers, and he speaks there of carrying some up to be printed the next day. But I did not understand from his evidence that this "Woodhull scandal" as now called, or the "true story," or the publication about Mr. Beecher, or "The Beecher business," as it was called, was there in print. I understood those to be proof-slips in the current course of business of a newspaper; therefore it was that he carried them to and fro from the office and to the office.

Mr. Shearman—That was the latter examination.

The Court—He said expressly he did not read them, and did not know the contents of them.

Mr. Shearman—But as to them in general—

Mr. Hill—I understood the evidence of Mr. Woodley to point directly to this very matter—that they were speaking of it.

The Court—They were speaking of it, of course.

Mr. Hill—They were speaking of it, and were stating, while they had those proof-slips and that manuscript in their hands—they were speaking about Beecher and the existence of this scandal and their publication of it, and that Blood had run away.

Mr. Tracy—Blood had gone away and taken the slips with him.

Mr. Hill—So that it was this discussion, and unless I misremember Woodley's testimony, there was a statement that Plymouth Church was rich—

The Court—Oh, yes.

Mr. Hill—And all that sort of thing.

The Court—And could pay $100,000.

Mr. Hill—That could relate to nothing but the Beecher matter.

The Court—They were discussing the subject. For aught we know it might have been in the same way, if there were no slips whatever, and, for aught we know, the slips that were there were for the current use of the paper—matter entirely other than the Beecher matter.

Mr. Hill—Let me suggest a single other thought in that connection, and that is this: that if we show that they had proof-slips before them, and if we show that they were talking then about the Beecher matter, and the Beecher article, as the witness Woodley calls it, and then if we show by other witnesses that proof-slips relating to this matter beyond a question were then in existence, it seems to me we call upon them at least to explain.

The Court—Might be, but he does not characterize or explain the contents of the paper which Woodley speaks of. They were the current proof-slips of the paper, which the witness says in his business it was his duty to carry to and fro, and he expressly says he did not know the contents of any of them.

Mr. Shearman—If your Honor will allow me one moment. Mr Hill read on so far that he got to that point where Mr. Evarts was inquiring of the witness as to his custom, but on the cross-examination this is brought out very clearly, because on Mr. Fullerton's examination it appeared that when they were talking in this conversation in the down-town office in 1872, when upon the direct examination it was shown that they had these proof-slips in their hands, they discussed the Beecher matter—the Beecher article, as they called it:

"Mr. Fullerton—The Beecher matter, was it? A.—Yes, Sir;

KALAKAUA AT HOME.

ARRIVAL OF THE HAWAIIAN SOVEREIGN IN HIS DOMINIONS.

HIS WAITING SUBJECTS TAKEN BY SURPRISE—A BRILLIANT BUT INCOMPLETE PROGRAMME OF FESTIVITIES—PROCESSIONS, PARADES, AND ILLUMINATIONS—THE KING'S APPRECIATION OF AMERICAN HOSPITALITY.

From Our Own Correspondent.

HONOLULU, Sunday, Feb. 28, 1875.

At 7 A. M., Feb. 15, a preconcerted signal from Punch Bowl announced the arrival off Coco Head of the United States flag-ship Pensacolo, with his Majesty, King Kalakaua, on board. For two weeks previous plans had been discussed and preliminaries arranged, so that everything might be in readiness for his reception on Friday, the 12th, which, being the anniversary of his election, was settled upon as the day on which he should endeavor to arrive. That date having passed, all was uncertainty, and the "I-told-you-sos" looked wise but did not venture further prophecy. This state of anxious expectation, however, was not of long duration; for on Monday morning, while most of the good citizens were discussing their chops and coffee, the boom of cannon was heard, and all was confusion and excitement. Then there is hurrying to and fro; committees hastily convene; servants are dispatched to the fields and nearest mountains for ferns and other foliage with which to decorate the triumphal arches, whose skeletons have graced the streets for several days; societies and associations jump into uniforms or affix badges, while hither and thither push and squeeze the crowds, whose only object in life is to see what is going on. But the Pensacola was quicker than the nimble feet and fingers of Kalakaua's zealous subjects, and at 9 o'clock the gallant ship, with royal standard floating at the main, steamed into the harbor, and anchored between the United States steam-ships Portsmouth and Tuscarora, both of which, as well as her Britannic Majesty's steam-ship Reindeer, were gayly adorned with flags for the occasion.

LANDING OF THE KING.

The Chairman of the Decoration Committee immediately went on board and requested a delay of two or three hours in order to enable the committee to complete their work; but his Majesty preferred to take "the will for the deed," and a few minutes before 10 o'clock stepped into the Admiral's barge in company with Gova. Domina and Kapena. The men-of-war manned yards, royal salutes were fired by the Pensacola and Portsmouth, and returned by Punch Bowl, during which time the little boat, the centre of attraction, remained with oars speak. The moment the boat touched shore, three deafening cheers went up from the vast throng on the spacious esplanade, while the bells of the city rang out a merry peal. His Majesty, who seemed in excellent health and spirits, gracefully acknowledged the greetings of his people.

THE GRAND PROCESSION.

The procession which escorted the King to his palace was composed of nearly a thousand school children, each with a bouquet of flowers, fire companies, military companies, several literary societies, and an unorganized mass of citizens. The cortege was headed by a number of lighted torches representing the ancient rank (taber-chiefs) of the present reigning family, and the State carriage, drawn by four magnificent bays, was attended on each side by Kahili bearers carrying these emblems of Hawaiian royalty. The Committee of Reception, with the members of the Cabinet, followed in other carriages. The streets from the landing to the palace were strewn with ferns and rushes, while bouquets were showered upon the King on all sides. Several arches spanning the carriage-way were hastily draped with flags—only one having received its contemplated dress of evergreens and flowers, with the device "God save the King." It is much to be regretted that the arrangements were incomplete, for nowhere have I seen floral decorations more exquisitely designed and executed than in Honolulu; and with the abundance of blossoms and variegated foliage to be had at all seasons of the year, nothing is too elaborate to be attempted. The committee were sadly disappointed at not having been able to carry out their plans, and it is only just to add that—smoothly and satisfactorily as everything passed off—had it been possible to know the exact time of his Majesty's arrival the ceremonies would have been much more brilliant. So much for the blessings of the telegraph. Imagine Philadelphia, New-York, or Boston not knowing when Kalakaua was to appear! Many mottoes were displayed on public and private buildings along the line of march. Prominent among them was "aloha"—a word which must be learned in Hawaii in order to be appreciated. It means literally "love to you," is equally appropriate at meeting or parting, takes the place of "thank you," and plays an important part in daily intercourse.

THE ARRIVAL AT THE "PALACE."

Arrived at the palace gates the procession waited without while the King entered to receive the salutations of his family. During his absence the palace proper—"Halealiiolani" (house of the heavenly chief)—a small one-story structure of coral rock, has been demolished, leaving only a group of very comfortable cottages to accommodate their majesties till the Government shall have voted funds for a new building. The grounds have been enlarged and improved in many respects, particularly in the planting of numerous new and valuable trees. The foundation for an extensive fernery has been laid, where it is intended to bring together as many as possible of the ferns found in the islands, and to make it both a scientific and national collection. Ferns are a speciality in the vegetation of this country, and much attention is at present paid to pressing and preserving them. About 200 varieties have been discovered and named, being more than can be found in any other equal area on the known globe. Several fine collections are being made to send to the Philadelphia Centennial, while others, at exceedingly high prices, are ordered by individuals in the States. The "fern fever," which for two years has prevailed to some extent, is now raging fiercely, and the Latin or Latinized words it has put into the months of the community may not happily be compared to the jargon of delirium.

DEMONSTRATIONS OF WELCOME.

Standing on the verandah of "Kinau Hale," the King received the address of welcome, and responded in an appropriate speech. The procession then passed in review before the house, halting while the members of Engine Company No. 9 (of which his Majesty was once foreman,) gave three hearty cheers for their former leader. A couple of hours were then spent by his Majesty in handshaking with the hundreds who, from from motives of friendship or curiosity, pressed forward in a continuous stream. This ordeal, to which public characters now a days are so constantly subjected, is generally most trying; but on this occasion it was the expression of so much real feeling that I doubt it in all his journey, with its grand sights and scenes, Kalakaua experienced anything which gave him so much pleasure as this hearty "welcome home."

THE ILLUMINATIONS AT HONOLULU.

The illumination in the evening was the grand feature of the celebration. The moon, though near its full and shedding a silvery light upon the joyous little city, by no means lessened the beauty or brilliancy of the scene, but flooding the lofty mountain peaks and reflecting itself in the glistening sea, made an enchanting setting to the fairy picture. The dark-leaved tropical trees, laden with glittering fruit, swayed gently in the soft breeze. In every window pane flashed tongues of fire, here burning in amber clearness, there, as if by magician's touch, turned into crimson, green, and purple. Like sentinels guarding the town, blazed a wide circle of bon-fires, while two church steeples, lighted to their summits, pointed their fingers of flame to the darkened heavens. The Government building, from its size and position, made a fine display. Besides lights in every window, strings of colored lanterns hung in graceful festoons from the summit of the lofty tower to the cornice edge—a tasteful and effective arrangement. A torch-light procession of between 600 and 800 Kanakas paraded the streets, and when seen from a distance the effect was exceedingly beautiful. Without mentioning the fine music which formed so enjoyable a feature of the day's proceedings, this would be a most incomplete chronicle. The band, under the efficient leadership of Herr Berger, is an institution of which Honolulu may be justly proud. It is an invariable surprise to visitors to hear in this remote little city, and from these native boys, the finest music of the best composers rendered in truly artistic style. On Saturday afternoon they play in Emma square, a pretty little park filled with choice trees and flowers, and there are few who willingly miss these weekly concerts. Another Saturday afternoon rendezvous is the fish market, where may be seen a great variety of the curious creatures inhabiting the water. Civilized tastes revolt at the hideous things regarded as luxurious by this fish-eating people, as for instance, the squid, or cuttle fish, a disgusting mass of squirming, snaky arms held together by a small button of slimy flesh.

THE KING'S SPEECH.

Begging pardon for this digression, I will conclude by saying that the King, who on Monday had no opportunity of delivering an extended address, appointed 12 o'clock of the Saturday following as the time at which he would meet the people in Kawaiahao Church, the same edifice in which he had bidden them farewell. Here, after appropriate exercises, his Majesty, in a somewhat lengthy speech, thanked the people for their enthusiastic welcome, and spoke of the pleasures his trip had afforded him, and of the generous kindness and courtesy which had met him at every step. He called particular attention to the industry, energy, and perseverance everywhere exhibited in his journey, and exhorted his people to imitate and cultivate these virtues in order that they might be worthy of the friendship so frankly extended to them by their more powerful neighbors of the United States.

AFFAIRS IN THEIR NORMAL CONDITION.

The usual diplomatic receptions have been held, and affairs in the Kingdom are now proceeding according to established order. A grand state ball is shortly to be given in the Government building, but the date has not yet been fixed. Any account of these festivities will doubtless seem commonplace to those who have witnessed the grand displays of European and American cities, but it was a great day for Honolulu and will be remembered and talked of until the next mail steamer brings more exciting news from foreign parts. Fancy a subject fresh for a whole month! Ye who receive in hours and minutes intelligence from Europe, Asia, and Africa! Such is life in Hawaii-nei.

OFFICIAL ACKNOWLEDGMENT OF THE COURTESIES EXTENDED TO HIM IN THIS COUNTRY.

The Honolulu papers publish the subjoined letters, with a propriate answers from the United States officer addressed:

DEPARTMENT OF FOREIGN AFFAIRS, }
HONOLULU, Feb. 15, 1875. }

Rear Admiral Almy, Commanding the United States Squadron of the North Pacific.

SIR: At the request of his Majesty the King, I have now the honor to address you, with the object of returning his Majesty's sincere thank and acknowledgments for the uniform kindness and courtesy extended to him and to his suite while on board the United States ship Pensacola, by ourself, as well as by the officers of the ship, and by which the voyage from San Francisco was made so agreeable to him. His Majesty also desires me to thank you and your officers in an especial manner for the demonstration on board the Pensacola on the 12th inst., in honor of his election to the throne of Hawaii on the 12th of February, 1874, and which recalled to his mind at the same moment, how much this Kingdom was indebted on that occasion to the prompt action of the ship-of-war of the United States and other friendly powers, and how accurately he was able a year afterward to be absent from his Kingdom and confide its peace in the hands of his people and Government, under the young Prince Regent, his brother, William Pitt Leleiohoku.

I have the honor to remain, with the highest respect and consideration, Sir, your most obedient servant.

W. L. GREEN.

DEPARTMENT OF FOREIGN AFFAIRS, }
HONOLULU, Feb. 17, 1875. }

His Excellency Henry A. Peirce, United States Minister Resident:

SIR: I have the honor to address your Excellency at the request of his Majesty the King, to express through you to the President of the United States of America his Majesty's sincere thanks for the very hospitable, kind, and courteous reception he has received in that country, as well as for the further attention of the United States Government in placing at his Majesty's disposal the splendid United States ship Pensacola in which to return to his Kingdom. His Majesty can never forget the generous manner in which the Government and people of the United States received him, and his visit there will always be remembered by him as one of the pleasantest periods of his life. His Majesty trusts also, that apart from the great pleasure which his sojourn in the United States has afforded him personally, it may be the means of still further cementing the friendship which has always existed between the two countries, and lead to closer commercial relations between them, which may be the means of developing the resources of this kingdom, and at the same time of benefiting the foreign commerce of the United States. I take this opportunity of renewing the assurances of the high respect and most distinguished consideration, with which I have the honor to be, Sir,

Your Excellency's most obedient servant,

W. L. GREEN.

THE NEW-JERSEY LUNATIC ASYLUM.

THE BUILDING AT MORRIS PLAINS NEARLY FINISHED—LARGER THAN THE CAPITOL AT WASHINGTON — ACCOMMODATIONS FOR 1,200 INMATES.

The new State Lunatic Asylum in process of erection at Morris Plains, near Morristown, N. J., is one of the best appointed and most capacious institutions of the kind in the country. Located in a fine rolling country, of unusually beautiful scenic attractions, it is larger than the Capitol at Washington, and measures from the outside line of one extreme wing to the outside line of the wing at the other extreme, 1,276 feet. Following the angles of the building, it is a walk of one and five-eighth miles around it. Sixteen millions of bricks were used in erecting the inner walls, and 76,000 perches of stone are in its outer walls. The tract upon which it stands covers 1,408 acres, and takes in several small farms. The plans for the building were drawn by Architect Sloan, of Philadelphia, and Robert S. Johnson, of Trenton, is doing the mason work. The general style of architecture is gothic, and the ground plans describe a semi-circle. The stone of which it is constructed is similar in appearance, and equal, it is said, to the Quincy granite, and was quarried on the grounds, and carried upon a gravity road to the site of the structure. The main part of the building is three stories in height and capped with a mansard roof. The front centre section, which is ninety-six feet square, is four stories in height and also furnished with a mansard roof, and is set off with Nova Scotia trimmings. The other section of the building is trimmed with brown stone, and furnished with quoins of brown stone at every projecting corner. The building is designed for the accommodation of 1,200 patients, and is supplied with everything that can minister to the comfort and pleasure of the unfortunates to be confined within its walls. The four extreme wings are designed for aggravated cases, and four wings are entirely fire-proof. In the rear of the front centre is the chapel, the dimensions of which are 100 by 60. Behind that is a well-appointed "amusement room," as it is called, the dimensions of which are 100 by 80. Most excellent arrangements have been made for free ventilation, and the building is supplied with a register, to furnish warm air, and another for the supply of cool air, which is forced into the building. The boiler room, in the rear of the building, is supplied with a shaft 150 feet high, through which the air is drawn in, and from which it is forced by the engines into all parts of the main building. In the boiler-room it is also intended to keep the provisions for the inmates. The laundry and carpenter-shop are also located in that building. The boiler-room is detached from the main building, and communication with it is had through eight underground arches, in which railroad cars are run. The floors of all the buildings are arched, and the beams are of iron. The Commissioners under whose supervision the work is being constructed have erected on an eminence, 112 feet above grade, in the rear of the building, a reservoir for the supply of fresh water to the inmates. This reservoir is supplied from a stream which formerly turned a mill, and water is conveyed to the institutions through a twelve-inch pipe. The entire building has been under roof since last Fall. The original estimates were less than $1,000,000, but the plans have been very much changed, and the building is much handsomer than originally contemplated. The Commissioners are hopeful of having the building completed this Spring, and expect that the total cost will fall within the $2,000,000 appropriated for its erection.

COLORADO BEETLE.

Her Britannic Majesty's Government, with a view of preventing the introduction into Great Britain, of the "Colorado" or potato-destroying beetle in cargoes of potatoes imported from the United States, have, as a precautionary measure, directed the Customs officers of the various ports of the United Kingdom, to examine carefully all potatoes coming from the United States of America and from Canada, whether brought as merchandise or ship's stores, and to take care that all particles of haulm or stalk, or of loose soil which may be found with such potatoes, be destroyed by fire. Parties shipping potatoes intended either for use during a voyage to, or for importation into, the United Kingdom, will see the necessity of guarding against the delay and inconvenience to which they will be subjected in case any haulms, or stalks or adhering soil to be shipped with such potatoes.

THE FAST FREIGHT LINES.

THEIR METHODS AND THE INTERESTS THEY SERVE.

HOW THEY ARE RELATED TO THE RAILROADS—THE DISTINCTION BETWEEN THE CO-OPERATIVE AND THE COMMISSION LINES—WESTERN AND SOUTHERN RAILWAYS HAVING OFFICES IN NEW-YORK.

The competition now going on between two of the most powerful and wealthy railroad corporations in this country has caused more than ordinary attention to be drawn to the question of railway transportation, the interests of which are probably much more largely represented in this City than is supposed by others than shippers and business men. The greater portion of the freight shipped inland from New-York is carried by what are known as fast freight lines, as distinguished from railway lines. The first operate by means of cars that are run over various lines of railway, and the second run over specific distances of road.

The fast freight lines are divided into two classes, the co-operative and the commission lines. The business of the first is carried on strictly on a pro rata basis, as regards both expenses and earnings. They are organized by the various roads over which they extend, each contributing a pro rata number of cars, according to its mileage, at the rate of one car to each two miles of road. These cars earn one cent for each mile of road passed over, which is paid by the road over which the car is run. The freights on West bound goods are made and controlled by the Eastern trunk roads, and the East bound rates are made and controlled by the Western roads. The agents at the different points sign the through bills of lading which are given to the shippers, but all goods are "way-billed" and handled by the roads, and the freights collected at the points of destination by the roads. Each line is under the control of a General Manager, who is appointed by the roads. It is his duty to keep the accounts, and to attend to all the business details of the line, and to settle and arrange all differences and questions that may arise, of whatever nature. Once a month meetings are held by the General Managers of the lines, in different cities, and vouchers are then exchanged, and all the outstanding accounts of the month are audited and settled. Each road works for its own freight, and each is paid according to the number of miles it is carried. No money, therefore, goes to the freight line, but all accrues to the roads, as all earnings are shared pro rata according to the actual amount of work done by each. The agents and employes of the freight lines are all paid regular salaries by the organizations. The object of the freight lines is to prevent the handling and reshipment of goods at the different termini of the roads and to facilitate business and accommodate shippers generally. By means of the thoroughness of the organization thus attained, accumulations of goods at intermediate points are avoided, which would otherwise be impossible.

The commission lines are separate organizations from the roads, and are joint stock companies, but stock is owned by the roads interested, and not by individuals. These lines are run over the same roads as the co-operative lines. Their cars are owned by the companies, and they are paid a commission by the railroads on the freight secured by them, and pay their own expenses out of the commissions. The roads also pay them one cent per mile for their cars, as with the co-operative lines. They do business at the same rates as the co-operative lines, and are governed by the rates fixed by the roads in the same manner. Each line is governed and managed by a Board, consisting of a President, Vice President, Directors, Secretary, and Treasurer, with a general manager, and other officers and employes. Shippers generally prefer to forward their goods by the freight lines for the reason that they receive bills of lading, signed by parties having representatives at the points of destination, with whom their frequent local business transactions render them personally intimate, so that the adjustment of any errors, overcharges, or losses, is more readily made.

There are but three trunk railways proper running out of New-York—the New-York Central and Hudson River Railroad, R. L. Crawford General Freight Agent, No. 413 Broadway, running to Buffalo; the Erie Railway, A. H. Ward General Freight Agent, No. 241 Broadway, running to Buffalo and Dunkirk; the Pennsylvania Central Railroad, I. L. Gossler, General Freight Agent, No. 271 Broadway, running to Pittsburg. These are augmented by two collateral lines connecting with the West by links of water communication from New-York, the Central Vermont Railroad to Montreal, and the Old Dominion line of steamers to Richmond. By means of the latter the Baldimore and Ohio and the Chesapeake and Ohio Railroads make their connection with the West.

The fast freight lines between New-York and the principal business centres or distributing points in the West, and having offices in this City, are:

The National Dispatch Line, No. 417 Broadway, A. Symonds, agent. Route via Long Island Sound to New-London, thence by Central Vermont Railroad and Grand Trunk Railroad to points in the West and North; objective points, Chicago and beyond.

The Blue Line, co-operative, No. 319 Broadway, James Mulford, agent. Route via New-York Central and Hudson River and Great Western and Michigan Central Railroads; objective points, Chicago and other Western cities.

The Canada Southern, co-operative, No. 409 Broadway, C. S. Morton agent. Route via New-York Central and Hudson River and Canada Southern Railroads; objective points, Chicago and St. Louis.

The Red Line, co-operative, No. 252 Broadway, C. Vanderbilt Cross, agent. Route via New-York Central and Hudson River, and Lake Shore, Michigan Southern, and Toledo, Wabash, and Western Railroads; objective points, Chicago and St. Louis.

The Merchants' Dispatch, commission, No. 335 Broadway, W. Genger, agent. Route via New-York Central and Hudson River, and Michigan Central and Great Western or Lake Shore, and Michigan Southern Railroads; objective points, Chicago, Cincinnati, Louisville, and St. Louis.

The White Line, co-operative, No. 413 Broadway, H. Higbie, agent. Route via New-York Central and Hudson River, Lake Shore and Toledo, Wabash and Western Railroads; objective points, St. Louis, Louisville and Cincinnati.

The International Line, co-operative, No. 175 Broadway, C. H. Bissell, agent. Route via New-York Central and Hudson River and Grand Trunk Railways; objective points, Detroit, Chicago, and St. Louis.

The Milwaukee Line, co-operative, No. 319 Broadway, George E. Jarvis, agent. Route via New-York Central and Hudson River, Great Western, and Detroit and Milwaukee Railways; objective points, Grand Haven, Milwaukee, St. Paul, and all points west and north-west of Detroit.

The Erie and Pacific Dispatch, co-operative, No. 305 Broadway; agent, Sam De Bow. Route via Erie and Great Western Railways; objective points, Chicago, St. Louis, Louisville, and Cincinnati.

The Erie and North Shore, co-operative, No. 241 Broadway; agent, Charles Case. Route via Erie, Great Western, and Michigan Central Railways; objective points, Chicago and St. Louis.

The South Shore Line, co-operative, No. 9 Astor House, T. S. Dumont, agent. Route via Erie, Lake Shore and Michigan Southern railroads; objective points, Chicago and St. Louis.

The Great Western Dispatch, co-operative, No. 291 Broadway; agent, M. H. Hovey. Route via Erie, Lake Shore and Michigan Southern railroads; objective points, Cincinnati, Louisville, St. Louis and Chicago.

The Diamond Line, co-operative, No. 254 Broadway, J. Wilgus, agent. Route via Erie and Kansas Southern railroads; objective points, Chicago and St. Louis.

The Commercial Express, commission, No. 175 Broadway, John Ballard, agent. Route via Erie and Grand Trunk railways; objective points, Detroit, Chicago, and St. Louis.

The Star Union Line, co-operative, No. 435 Broadway; agent, M. T. Hagan. Route via the Pennsylvania Central and all the system of railroads controlled by the Pennsylvania company; objective points, Chicago, St. Louis, Louisville, and Cincinnati.

The Allentown Line, co-operative, No. 271 Broadway, A. T. Wides, agent. Route via Central Railroad of New-Jersey, Pennsylvania Central, and Pittsburg and Fort Wayne Railroads; objective points, Chicago and St. Louis.

The National Line, co-operative, No. 271 Broadway, E. Freeman, agent. Route via Pennsylvania Central Railroad and lines connecting therewith at Pittsburg operated by that company; objective points, Chicago, St. Louis, Louisville, and Cincinnati.

The Empire Line, commission, No. 319 Broadway, W. G. Vandermark, agent. Route via Central Railroad of New-Jersey, Lehigh Valley, Philadelphia and Erie, Lake Shore, and Michigan Southern; objective points, Chicago and St. Louis.

The Virginia Midland, No. 315 Broadway, J. M. Huntington, agent. Route via Richmond, Va., by Old Dominion Steam-ship Line; objective points, cities south and south-west of Richmond.

The Baltimore and Ohio Railroad, No. 315 Broadway, A. C. Rose, agent. Route via Baltimore by Old Dominion Steam-ship Line; objective points, Chicago, St. Louis, Louisville, Cincinnati, and Richmond, Va.

The Chesapeake and Ohio Railroad, No. 229 Broadway, H. W. Carr, agent. Route via Richmond, Va., by Old Dominion Steam-ship Line, Chesapeake and Ohio Railroad to Huntingdon, thence connects with Cincinnati by Ohio River; objective points St. Louis, Chicago, and Louisville.

The California Fast Freight Line, No. 257 Broadway, E. Hawley, agent. Route via Chicago and North-western, Chicago, Rock Island and Pacific, and Chicago, Burlington and Quincy, Union and Central Pacific Railways. The destinations beyond the points mentioned above, are represented by agents of Western and Southern Railway Companies, also having offices in New-York, and who issue most of the through bills of lading for goods shipped to those places. They are:

The Chicago and North-western Railway, No. 415 Broadway, L. F. Booth, agent. Lines running to Milwaukee, Green Bay, St. Paul, Minneapolis, Winona, Dubuque, Sioux City, and Omaha, connecting with the Union and Central Pacific Railways to Pacific.

The Missouri, Kansas, and Texas Railway, No. 417 Broadway; D. Freer, agent. Lines running to principal points in Texas and New-Mexico.

The Chicago, Burlington and Quincy Railroad, No. 317 Broadway, R. Teubroeck, agent. Lines running to Burlington, Nebraska City, Plattsmouth, Lincoln, St. Paul, and Council Bluffs, connecting with Union and Central Pacific Railways to the Pacific.

The Chicago, Rock Island and Pacific Railway, No. 257 Broadway, J. T. Sanford, agent. Lines running to Rock Island, St. Joseph, Kansas City, and Council Bluffs, connecting with Union and Central Pacific Railways to the Pacific.

The Chicago, Milwaukee, and St. Paul Railway, No. 319 Broadway, T. A. Smith, agent. Lines running to St. Paul, Mason City, and Prairie du Chien.

The Detroit and Milwaukee Railway, No. 319 Broadway, G. E. Jarvis, agent. Lines running to Grand Haven, on Lake Michigan, thence to Milwaukee, by steamer.

The Toledo, Wabash and Western Railway, No. 263 Broadway, C. McGilvern, agent. Lines running to Burlington, Warsaw, and Quincy.

The Ohio and Mississippi Railway, No. 260 Broadway, W. McGibney, agent. Lines running from Cincinnati to St. Louis.

The Illinois Central Railway, No. 9 Astor House, J. G. Sproll, agent. Lines running from Chicago to Cairo and St. Louis.

The St. Louis, Iron Mountain and Southern Railway, No. 415 Broadway, W. L. Van Nest, agent. Lines running to Columbus, Little Rock, and Texarkana, Texas.

The Houston and Texas Central Railway, No. 384 Broadway, E. Manchester, agent. Lines running to Red River City, Indian Territory, Weathersford, and Austin, Texas.

The Atlantic Coast Line, No. 337 Broadway, C. E. Braimard, agent. Consolidation of the Wilmington and Weldon, Wilmington, Columbia and Augusta, and Charlotte, Columbia and Augusta Railways.

The Union and Central Pacific Railways, No. 287 Broadway, F. Knowland, agent. Lines running from Omaha to San Francisco.

The Chicago, Alton and St. Louis Railway, No. 262 Broadway, E. B. Bowers, agent. Lines running to St. Louis via Mexico, Mo., and Kearny Junction on the Union Pacific Railway from Pacific Coast.

The agents of these companies are empowered to make contracts with shippers, and sign through bills of lading for freight entrusted to their care, and there is much competition among them. They are all salaried officers, none of them receiving any commission on the business they procure.

CUBAN GOSSIP.

DULL TIMES—A DEARTH OF WAR NEWS—TIDINGS OF SHARKEY.

From Our Own Correspondent.

HAVANA, Thursday, March 25, 1875.

We are now in the middle of Passion Week, and as usual everything here in the way of business, &c., is stagnant. Regarding the political, financial and military situation of the island, it can be said that we are all in the condition of Wilkins Macawber, and waiting for something to turn up. Nothing is reported regarding the operations of the Spanish forces, which, therefore, must be *nil*; and naturally, though it cannot be expected that the insurgents are at a standstill, nothing reaches us concerning their movements. They have burned quite recently four more estates between Villa Clara and Los Cruces, the "Santa Amalia," "Trinidad," "Susana," and another, the name of which I cannot just now recall, and they have by no means ceased their attacks whenever opportunity offers.

THE CASE OF SHARKEY.

The latest news concerning Sharkey is the following: Sharkey, after his release from the Havana prison, some three weeks ago, lay *perdu* for a while at the house of one of the few persons who have so strangely interested themselves in his behalf, and then suddenly disappeared from Havana. It was supposed that he had gone to St. Thomas under an assumed name, and the Police were again making inquiries at his whereabouts. His absence seems, however, that apprehensive of being again arrested by the Havana Police, on the return of the steamer Crescent City, and fearing that the charges made against him by Capt. Curtis, of that steamer, for threatening his life would be again renewed and followed up, and that this would result in his delivery to the United States Government, Sharkey took the coast steamer to Santiago de Cuba, first availing himself of the passport of one of his English acquaintances. The arrival of the Crescent City, and the detective, Davies, on the steamer City of Vera Cruz, gave new interest to the affair, and it was supposed that he was empowered to take charge of the criminal, who would be delivered over to him by the Government, and taken back to New-York to meet his just punishment. It learn, however, that nothing official concerning his case is known at the United States Consulate here, save that Sharkey has been arrested and imprisoned at Santiago de Cuba quite recently. From the Police authorities I am informed that it is the intention of the Government to expel him from the island as a dangerous character. Being an American, he will be ordered to return to his own country, and, perhaps, started on the journey. Once on American soil, it is very likely that he will be again arrested. Thus action will set at rest all questions of extradition or of demands for his delivery, either as an act of international courtesy or as an obligation, and then the final disposition of the man-killer remains with the authorities of the State of New-York.

THE PLANS FOR SECURING SHARKEY.

DETECTIVE DAVIES TOOK NO REQUEST FROM THIS GOVERNMENT—THE PRISONER TO BE PLACED ON AN AMERICAN VESSEL BY THE SPANIARDS.

There has been some question as to whether Detective Davies would be able to bring the murderer Sharkey on here, notwithstanding the latter's capture and the willingness of the authorities to give him up. Assistant District Attorney Lyon was not successful in his mission to Washington to induce the State Department to ask for Sharkey's extradition. On the contrary, peremptory orders were transmitted at once to Consul General Hall in Havana not to interfere in the case in any way whatever. Secretary Fish said that if he should ask for Sharkey that would give the Spaniards an excuse for requesting the extradition to Cuba of about 150 Cubans now in this country under sentence of death by the Spanish courts. Rather than be compelled to give these men up he would prefer to let Sharkey go. The only papers Davies took out with him were documents from District Attorney Phelps and letters requesting that he should have all the needed assistance from the Spanish Consul General at this port. The Captains of the various steamers plying between this port and Havana freely announced their intention to refuse to recognize any authority to receive Sharkey as a prisoner except an order from Consul General Hall. They said that the moment Sharkey touched the deck of their ships in any other way they would recognize him as a passenger, and should be appeal to them for protection they would at once put him ashore.

This difficulty has been very neatly overcome by Davies through the assistance of the Spanish authorities. On his release from imprisonment at the complaint of Captain Curtis, Sharkey was ordered out of the island within ten days. To this order he paid no attention until the announcement of Davies' expected arrival. He then sought to enter the rebel lines, but he was too late; and, acting in compliance with Davies' request, the Spaniards captured him. When the Columbus left he had been taken on board the City of Vera Cruz, about to set by steamer to Havana. He is exclusively in Spanish custody, ostensibly on the charge of disobeying the order of the court. Once in Havana he will be placed on board of an American steamer, and will be kept there under Spanish guard until the steamer shall have gone three marine leagues from the Cuban coast on her way hither. Then the guard will enter their boat and return, and Davies, who will be a passenger on the American vessel, will take Sharkey into custody. The Captain will then be compelled to recognize his authority.

District Attorney Phelps states that when Sharkey arrives in this City he will be committed to the Tombs as an escaped convict. The prosecution claim that, having become a fugitive from justice, Sharkey has forfeited his legal rights. However this may be, the writs of error and stay of proceedings obtained by the fugitive's counsel prior to his escape will have to be decided one way or another in the courts before the future disposition of the condemned murderer can be discussed.

FINE ARTS.

ART.

IMPORTANT NOTICE.

Now on free exhibition, day and evening, at No. 845 Broadway, a choice collection of Water-color Drawings, comprising fine examples of American, English, French, Italian, and Spanish art.

The above to be sold by auction on MONDAY AND TUESDAY EVENINGS, April 5 and 6, at 8 o'clock.

ROBERT SOMERVILLE, Auctioneer.

STOVES, RANGES, &C.

THE "BEEBE RANGE," THE BEST AND cheapest cooking apparatus for families. Price reduced to $55 for No. 1, largest family size, including water-back and setting. Orders for repairs sent by mail promptly attended to. Made and warranted by JANES & KIRTLAND, Nos. 8, 10, 12 Reade st.

SHIPPING.

WHITE STAR LINE.

FOR QUEENSTOWN AND LIVERPOOL, CARRYING UNITED STATES MAIL.

NEW AND FULL-POWERED STEAM-SHIPS.

Sailing from New-York on SATURDAYS, from Liverpool on THURSDAYS, calling at Cork Harbor each way.

ADRIATIC.....SATURDAY, April 3, at 3 P. M.
CELTIC.....SATURDAY, April 10, at 8 A. M.
BALTIC.....SATURDAY, April 17, at 3 P. M.
REPUBLIC.....SATURDAY, April 24, at 8 A. M.

From White Star Dock, Pier No. 52 North River.

These steamers, the fastest in the trade, are uniform in size and unsurpassed in appointments. The saloon, staterooms, smoking and bath rooms are amidships where the noise and motion are least, affording a degree of comfort hitherto unattainable at sea.

Rates—Saloon, $80 and $100, gold; return tickets $170, gold; steerage at low rates.

Drafts from £1 upward.

For inspection of plans and other information apply at the Company's offices, No. 19 Broadway, New-York.

R. J. CORTIS, Agent.

CUNARD LINE R. & N. A. R. M. S P. CO.

NOTICE.

With the view of diminishing the chances of collision, the steamers of this line take a specified course for all seasons of the year.

On the outward passage from Queenstown to New-York or Boston, crossing meridian of 50 at 43 latitude, or nothing to the north of 43.

On the homeward passage, crossing the meridian of 50 at 42, or nothing to the north of 42.

FROM NEW-YORK FOR LIVERPOOL AND QUEENSTOWN.

CALABRIA, WED., Mar. 31 | CHINA.....WED., April 14
ALGERIA....WED., April 7 | RUSSIA....WED., April 21

Steamers marked * do not carry steerage passengers.

Cabin passage, $80, $100, and $120, gold, according to accommodation. Return tickets on favorable terms.

Steerage tickets to and from all ports of Europe at current rates. Prepaid cabin office, No. 4 Bowling green. Steerage office, No. 111 Broadway, (Trinity Building.)

CHAS. G. FRANCKLYN, Agent.

PASSENGERS PER STEAM-SHIP CALABRIA embark from the Cunard wharf, foot of Grand st., Jersey City, at 11 A. M. on WEDNESDAY, 31st March, 1875.

CHAS. G. FRANCKLYN,
No. 4 Bowling Green, New-York.

NATIONAL LINE.

From Piers Nos. 44 and 47 North River.

TO QUEENSTOWN AND LIVERPOOL

Spain, Sat. April 3 | 2:30 P.M. | Egypt, Sat., April 24, 4 P.M.
Italy, Sat., April 17 | 12 M.

FOR LONDON DIRECT.

Greece.....Wednesday, April 14, 12 M

Cabin passage, $80 and $70, currency. Steerage at greatly reduced price. Return tickets at reduced rates. Prepaid steerage tickets from Liverpool at the lowest rates. Apply at the company's office, No. 69 Broadway.

F. W. J. HURST, Manager.

THE SUNDAY EDITION OF THE TIMES.

NEXT SUNDAY'S TIMES

WILL CONTAIN

THE CONTINUATION OF MR. WILLIAM BLACK'S NEW STORY,

THE MARRIAGE OF MOIRA FERGUS.

THE BEST PAPER FOR ADVERTISERS.

STATE LINE.

NEW-YORK TO GLASGOW, LIVERPOOL, BELFAST, AND LONDONDERRY.

These elegant full-powered steamers will sail from Pier No. 36 North River as follows:

STATE OF LOUISIANA.....Wednesday, April 7.
STATE OF INDIANA.....Wednesday, April 21.
STATE OF GEORGIA.....Wednesday, May 5.

And every Wednesday thereafter, taking passengers at through rates to all parts of Great Britain and Ireland, Norway, Sweden, Denmark, and Germany. Drafts for £1 and upward. For freight or passage apply to

AUSTIN BALDWIN & CO., Agents, No. 72 Broadway.

Steerage office, No. 45 Broadway.

STEERAGE AS LOW AS BY ANY OTHER LINE.

FOR LIVERPOOL,

(Via Queenstown,)

CARRYING THE UNITED STATES MAIL.

TUESDAY.

Leaving Pier No. 46 North River as follows:

IDAHO.....April 13, at 12 A. M.
WYOMING.....April 27, at 10 A. M.

For steerage and intermediate tickets, at current rates, apply at No. 29 Broadway. For cabin passage, at $80 or $85, gold, (according to stateroom,) apply at No. 63 Wall st.

WILLIAMS & GUION.

ANCHOR LINE.

CARRYING THE U. S. MAIL.
NEW-YORK AND GLASGOW.
STEAMER EVERY SATURDAY.

RATES OF PASSAGE, PAYABLE IN GOLD, TO GLASGOW, LIVERPOOL, LONDONDERRY, OR BELFAST:

Cabin, $50, $60, and $70, according to accommodations.
INTERMEDIATE AND STEERAGE
as low as by any other first-class line.
Drafts issued for any amount at lowest rates.
Company's offices, No. 7 Bowling green.
HENDERSON BROTHERS, Agents.

EAGLE LINE.

UNITED STATES MAIL STEAM-SHIPS TO PLYMOUTH, CHERBOURG, AND HAMBURG.

The elegant Clyde-built iron Steam-ships will sail from New-York as follows:

KLOPSTOCK, Capt. FISCHER, April 6.
GOETHE, Capt. WILSON, April 13.

from Eagle Line Pier foot of 1st st., Hoboken.

RATES OF PASSAGE:

PLYMOUTH, LONDON, CHERBOURG, and HAMBURG, Cabin, first saloon, $100 gold: second saloon, $60, gold. Steerage, $24, currency. Prepaid steerage tickets from Hamburg, $24, currency. For freight apply to FUNCH, EDYE & CO., No. 27 South William st. For passage apply to KNAUTH, NACHOD & KUHNE, General Agents, No. 113 Broadway.

ONLY DIRECT LINE TO FRANCE.

THE GENERAL TRANSATLANTIC COMPANY'S MAIL STEAM-SHIPS BETWEEN NEW-YORK AND HAVRE.

The splendid vessels on this favorite route for the Continent (being more southerly than any other) will sail from Pier No. 50 North River as follows:

LAMERIQUE, Pouzos.....SATURDAY, April 3
FERREIRE, Trudelle.....SATURDAY, April 17
FRANCE, Trudelle.....SATURDAY, May 1

PRICE OF PASSAGE IN GOLD, (including wine.)
First Cabin, $120; Second, $65; Third $30.
Return tickets at reduced rates.

Steerage, $22, with superior accommodations, and including all necessaries without extra charge.

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No. 55 Broadway.

GREAT SOUTHERN FREIGHT AND PASSENGER LINE

FOR CHARLESTON, S.

The New York Times.

TRIPLE SHEET.

NEW-YORK, WEDNESDAY, MARCH 31, 1875.

AMUSEMENTS THIS EVENING.

FIFTH AVENUE THEATRE.—The Big Bonanza—Mr. Charles Fisher, Mr. James Lewis, Mr. W. Davidge, Miss Fanny Davenport.

WALLACK'S THEATRE.—The Shaughraun.—Mr. J. B. Montague, Mr. Dion Boucicault, Miss Ada Dyas. Matinée at 1:30.

UNION SQUARE THEATRE.—The Two Orphans—Mr. John Parselle, Mr. C. R. Thorne, Jr., Miss Fanny Morant, Miss Kate Claxton.

BOOTH'S THEATRE.—Henry V.—Mr. George Rignold, Mr. Frederick Thorne, Mr. Charles Calvert, Miss Bertha Ginardin.

LYCEUM THEATRE.—Jolie Parfumeuse—Mlle. Marie Aimée, Mlle. Nardyn, Messrs. Kolletz, Dubouchet.

PARK THEATRE.—Davy Crockett—Mr. Frank Mayo, Mr. H. Forsberg, Miss Rosa Rand, Miss Annie Douglass.

BOWERY THEATRE.—Around the World in Eighty Days—Mr. Edwin F. Thorne and company.

GRAND OPERA-HOUSE.—Ahmed—Mlle. Josephine Morlacchi, Mlle. A. Galletti.

OLYMPIC THEATRE.—Vaudeville and Variety Entertainment.

BARNUM'S ROMAN HIPPODROME.—Grand Oriental Pageant—Racing—Menagerie.

SAN FRANCISCO MINSTRELS.—Minstrelsy and Negro Comicalities—Messrs. Birch, Wambold, and Backus.

COLOSSEUM.—Cyclorama of Paris by Night—Operettas—Sketches. Matinee.

METROPOLITAN MUSEUM OF ART.—Exhibition of Ancient Statuary, Paintings, &c. Day only.

ARMORY SEVENTY-FIRST REGIMENT.—Lady Washington Tea Party—Benefit of the "Sheltering Arms."

ROBINSON HALL.—Illustrations of Indian Life—Modoc Chiefs.

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The Semi-Weekly Times, per annum	3
The Weekly Times, per annum	2

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NOTICE.

We cannot notice anonymous communications. In all cases we require the writer's name and address, not for publication, but as a guarantee of good faith.

We cannot, under any circumstances, return rejected communications, nor can we undertake to preserve manuscripts.

This morning The Daily Times *consists of* Twelve Pages. *Every news-dealer is bound to deliver the paper in its complete form, and any failure to do so should be reported at the publication office.*

The second part of "The Marriage of Moira Fergus," the new story by Mr. William Black, *will be published in* The Times *of Sunday next. This story has been written expressly for* The New-York Times, *Sunday Edition, and will be completed in three or four parts. It will be found one of the most attractive tales the author has ever written.*

THE UP-TOWN OFFICE OF THE TIMES.

A new branch office of The Times *has been established at No. 1,257 Broadway, between Thirty-first and Thirty-second streets, for the convenience of our up-town patrons, and is open daily, Sundays included, from 4 A. M. to 9 P. M. Subscriptions received, and copies of* The Times *for sale. Dealers supplied at 4 A. M.* ADVERTISEMENTS RECEIVED UNTIL 9 P. M.

It appears that Daniel Drew is at the bottom of the present attempt—which has been only too successful thus far—to force up the price of gold. We should have thought that Daniel Drew might, at his age, have devoted what remains of his mind to some better purpose. Two or three weeks ago the rumor that he was engaged in this mischievous work was widely circulated, and we sent a reporter to him to make inquiries on the subject. What he said on that occasion was as follows:

"My boy, I've really no interest in this thing. Some folks say I'm the leader of the pool, but I hain't anything to do with it. I almost never have any gold, and at the present time don't own a dollar of it. It's all folly; why don't they let me alone? I'm trying to run along pleasantly with everybody in the street. But I can't. First the bulls charge me with being a bear, and then the bears say I'm a bull. They shouldn't orter. I'm only trying to make a few dollars in a quiet, easy way, and would like to do it without being bothered. Here's my brokers. They'll tell you I hain't anything to do with the thing—ask 'em—I won't keep them from telling the truth. They know all about me."

There are two things which this ancient person ought to know without our telling him. One is that it is very wrong to tell lies; the other, that it is a very scandalous piece of work to deliberately try to paralyze the trade of the country. It appears from our money article, this morning, that the people who have been "in" with Daniel Drew in this scheme are likely to burn their fingers. We hope they will. At such a time as this, when the Spring trade is opening under favorable circumstances, an effort to create a gold panic is about as vile an act as it would be to set fire to a house. The venerable Daniel will come to a very bad end if he goes on in this way much longer.

The Costigan bill has been defeated in the State Legislature, and thus the City is not to be harassed with any further legislation at present. Perhaps the best thing to be done with it at present is to let it alone. It has been the sport of politicians quite long enough. At this moment, the Department of Parks is being attacked in some quarters; but while Col. Stebbins remains the President, no one will entertain any doubt as to its good management. The department is, no doubt, hampered by the want of money; but it would be impossible to find any one in the community who could make the best of the circumstances more successfully than Col. Stebbins, who has been identified with the Central Park from the first, and to whom the people of New-York are under great obligations for a long course of arduous and disinterested services.

The report of the Health Board this week affords a sad proof of the disastrous effects on life of severe and changeable weather. During the four weeks of March, there occurred in this City 873 deaths from what are generally described as diseases of the respiratory organs. Pneumonia alone carried off 340 persons, and bronchitis 132 more. Diphtheria continues to make serious ravages, striking rich and poor alike. Surely we have good reason to hope that we have seen the last of the Winter, although everybody would do well to keep a sharp look out for those sudden and dangerous changes of temperature which are inevitable at this season of the year.

If the accounts of raids upon American soil, from the Mexican bank of the Rio Grande, as given by American residents, may be depended upon, we have abundant cause for quarrel with our neighboring Republic. There have been so many stories of this character sent up from the Texan border, that our people have grown weary, if not skeptical, concerning them. Now it is said by an official of the United States Government—the Postmaster at Nueces—that his house was surrounded by Mexican brigands, who murdered his companion, carried away his property, and set fire to his premises. The statement is explicit; it must be accepted until other evidence disproves it. If it is true, the Mexican Government should be called to strict account for harboring on its soil an organization of bandits for the plunder of American settlements.

In the absence of any extradition treaty between the United States and Spain, the Cuban authorities seem determined to send Sharkey to New-York by an oblique process. The detective who went from here to work up the case took no official papers with him except certain certificates as to his vocation and standing. Of course he could not entrap or kidnap the fugitive murderer. But the Cuban authorities, finding Sharkey to be a violent and dangerous man, have resolved to expel him from the island. He will be put on board an American vessel bound for the United States. It is easy to see what the sequel will be. The Spanish Government is not likely to be called to account for having sent out of Cuba a man whose confinement in prison has been found necessary by reason of his violence. Our own authorities will certainly arrest him if he lands on our shores.

THE STATE SENATE AND CITY LEGISLATION.

The course of the State Senate in regard to bills affecting this City cannot be too highly commended. The so-called "responsible majority" in the Assembly has originated a larger number of bills in the interests of political jobbery than has been introduced to any Legislature since 1870. Bills for legalizing corrupt claims against this City, bills for increasing the patronage and pay of a Tammany Sheriff, bills for breaking down in every possible way the securities which the charter has thrown around the expenditure of public money, have all been accorded the favorable consideration of the lower house. Had the Senate been controlled by a Democratic majority, there is no reason to doubt that the tax-payers of this City would have been swindled with a thoroughness only excelled under the rule of Tweed. Of course, the Governor might still have been depended on to defeat such a result; but with a compact majority of his own party against him, that would have been at the best a hazardous reliance.

The action of the Senate has been all the more praiseworthy, inasmuch as it has been largely directed to a number of minor jobs in which it is very difficult to get the public to take any interest, until they have been startled into attention by the practical consequences of such measures. The Costigan bill has been the only Democratic "strike" of the session whose discussion has been attended by a ripple of public excitement. And it is very questionable whether one intelligent voter in a hundred fully appreciated the significance of this infamous piece of party jobbery. In finally killing it yesterday, the Senate performed a service to this City which can be partially understood by taking note of the changes which are being made in the Department of Public Works, whose patronage is being dispensed under the direction of Tammany Hall. First, a Commissioner is put in as a concession to the "Swallow-tail" Democracy, but he tacitly resigns the business of appointing his subordinates to a disreputable set of professional politicians. They proceed to make selections for the heads of bureaux from among their brethren of the "Short-haired" wing, and succeed admirably in bringing to the front some of the worst specimens of their class who are to be found outside of prison. Stephen J. Mooney, of dubious military antecedents, gets the place of Superintendent of Roads; the notorious "Rocky" Moore gets a post connected with the purchase of supplies, and Thomas O'Callaghan, whose political history is of the most unsavory character, is appointed Superintendent of Lamps and Gas, and thus intrusted with the responsible oversight of the spending of three-quarters of a million of public money. And this is but the beginning of the "reorganization" of a department which has come under the absolute control of the Mayor and of Tammany Hall. What lower depths will be reached in the minor appointments of the Department of Public Works can only be guessed at. The final result will certainly be discouraging enough to inspire the most sincere thankfulness that we have been spared the infliction of seeing all the departments of the City Government subjected to the same kind of manipulation.

While acting as a most efficient check to the leading Democratic scheme of partisan plunder, the Senate has never relaxed its watchfulness in regard to minor jobs. Yesterday the highly objectionable bill in regard to legalizing the claims of certain persons illegally appointed keepers of the County Jail was sent back to the Committee on Cities; the bill giving the Mayor and Chamberlain absolute control over the disposal of City deposits was also referred for amendment; and jobs like the Sheriff's bill in regard to the service of the processes of the Marine Court, and the bills for legalizing rejected newspaper and other claims, are certain of ultimate defeat at the hands of the Senate.

The Senate can make its record on City legislation still more creditable by passing some affirmative legislation for the purpose of checking the reckless jobbery in regard to the performance of public work without public competition, which originates in the Board of Aldermen, and is employed for obtaining control of Democratic votes by the Department of Public Works. In the same line are the bills now before the Senate for the purpose of checking the indefinite issue of bonds for the benefit of the same department, and for putting a stop to the practice of incurring obligations beyond the limit of the appropriations for the year. If the Assembly chooses to obstruct the passage of these measures of simple justice to the tax-payers, that is the affair of the "responsible majority" there. The Democrats who obey the Tammany whip in the lower house have already prepared for themselves a reckoning which they will find it somewhat awkward to face next Fall. Let the Senate persevere in its course of resolute adherence to principle, and the party fortunes will take care of themselves.

CONJUGAL COERCION.

Advocates of advanced ideas concerning the social and political responsibilities of women will be dismayed at a late decision in one of our local courts. It appears that a woman was convicted of picking pockets on an East River ferry. There was no doubt, so far as the record shows, of the guilt of the accused person. It was set up in defense by counsel for the unfortunate woman that she acted under the coercion of her husband. She became the creature of his will and, probably, would have committed perjury or any other crime at his dictation. She was accordingly discharged on that ground. Whether the husband was thereby made a principal in the crime originally charged against the wife does not appear. But, so far as this case can establish anything, it is admitted that the wife is innocent, because she was not a free moral agent in the transaction. Some men, flying to the opposite extreme of the ground taken by disciples of an ultra social reform, set up a claim to their wives as "property," alleging that married women have no personal rights which are not merged in those of their husbands. These persons, of course, would hold that a woman is bound to do anything, however criminal it might seem to be, which the husband should command of her. In their estimation obedience would not constitute a crime; disobedience would.

Of course, such views as these are simply the result of a violent revolt against the doctrines preached by "the long-haired and intense school," as somebody has aptly called it. The most prominent sect is one which advocates a total obliteration of all distinctions of sex in business, political, and social relations. From commanding the ship to furling the sails, some think every department of life should not only be occupied by women, but they contend that the women could do the work as well as it is now done, it not better. We do not care to discuss any of these propositions. The right thing will be done when the time is fully ripe, if the right thing is not done now. No statute will be strong enough to prevent a woman from singing bass when she wants to do that. Meantime, however, we cannot help pausing to consider the effect of a construction of law which so completely sustains the theory of conjugal coercion. Curiously enough, this dictum comes from Brooklyn, a city in which the tenets and practices of some of the inhabitants have wrought great confusion in the marital relation. We believe none of the ultra reformers of the day are fixed in their belief of what is actually right, and what should be changed, in order to bring about a social millennium. At any rate, they do not agree among themselves. Out of the wild tangle of words and ideas put forth by these latter-day prophets, no man has yet formulated an intelligible thesis. In some of its aspects, however, the dogma that a woman is not responsible for a theft committed under the coercion of her husband, naturally reminds us of Brooklyn.

If this theory of moral coercion is to be generally carried into practice we shall need a new code of law, as well as of morals. How would it do, for example, to procure a statute entitled, "An Act to prevent husbands from committing misdemeanor by proxy," or "An Act to prevent the undue coercion of married women?" If wives are to be held as legally irresponsible, are their husbands to be accounted blameless? Again, it is admitted that some women are stronger in character than some men. In case of a marriage partnership where, to use the common figure of speech, "the grey mare is the better horse," is the wife to be punished for the crime of her coerced husband? And shall he, under such circumstances, get off scot free? It is clear that, to define exactly where moral responsibility began or ended in each possible case, would make it necessary to take the roofs off a great many more houses than the Beecher trial has ventilated. The gentleman who took refuge under the bed from his wife's broomstick, and declared that he would not come out until he got ready, thought he was showing "the spirit of a man" in staying where he was. Would such a man consent to save himself from the penitentiary by pleading that he would pick a pocket under conjugal coercion? Obviously not. And no right-minded jury—male or female—would acquit him in the absence of such a defense. Yet he might be morally irresponsible.

It is not necessary to show how the general establishment of the principle which we have considered would make chaos in society. Not only would women who have husbands be secured against punishment for crime, but they could be made apt instruments in all sorts of conspiracies. That beautiful self-abnegation of which sentimentalists rave would be a dangerous element in the world. It would upset all our old-fashioned ideas of free moral agency, and so play sad havoc with the Decalogue and the Catechism. A wife might, in the most solemn manner, accuse a neighbor of frightful offenses, and, if discovered as a perjurer, get off by saying that she did it under conjugal coercion. If marital devotion will compel a woman to steal, it might easily coerce her into bearing false witness, worshiping graven images, and so on through the whole gamut of the moral law. Indeed, a Massachusetts woman lately made complaint against her husband that he actually compelled her to fall down and worship him three times a day. Her charge was clearly a case of rebellion. As such, it is commended to the attention of the Brooklyn sites. We do not know how far this new dogma is to be propagated. We find it embraced in an unexpected quarter. It appears not in harmony with "advanced ideas;" but then, one never knows long where to find the advanced idealist.

HARD TIMES.

No one can observe carefully the condition of the street population of New-York, and many of the large towns in its vicinity, without noticing the great number of persons who are out of employment. We do not refer to the crowds of professional beggars, and those persistent schemers who pester business men and worry housekeepers, and to whom we directed attention the other day. On all the thoroughfares, especially in the business parts of the town, there are numbers of able-bodied men doing nothing, but lounging about with an air rather of apathy than anxiety. They gather on the corners, crowd about certain favorite places of rendezvous, obstruct the sidewalks, and are chiefly recognizable by their stubborn listlessness. They are evidently on bad terms with the world about them. They are troubled with the thought that society is doing them injustice. They endeavor by their appearance to convey the impression that they are suffering from some moral injury. How they live, we do not know. That they do live, and that they do not seem to do any work for their living, are the only facts in that direction which are at all certain. But they add very materially to the appearance of want in the City, and they appear to justify the worst that can be said about the superabundance of labor.

In the country towns they are to be found in about proportionate numbers, especially in those towns where the manufacturing interest is temporarily depressed. Here, of course, their identity as well as their movements are less mysterious, though it might be extremely difficult to solve the question about their living. A part of the solution is possible, as residents in the vicinity of such towns can testify, particularly if they own well furnished hen-roosts. But as for the rest, we are as much in the dark as in the case of the idlers of New-York. Petty depredations can at best afford but a very partial sustenance. Families are not supported through them, and yet these men go on from week to week and month to month without any legitimate or visible employment.

But are they obliged to do so? If they were asked the question they would, of course, affirm that they are. But we should be very much disposed to doubt them. We are not for a moment denying the difficulties which have had to be encountered during the past Winter. The subject has been noticed by us so frequently that our views in regard to it cannot well be misconstrued. But at the same time we are well assured that there are many of the unemployed who could get work if they chose to take it. Possibly they would have to go out of their favorite occupation; possibly, too, they would have to accept lower wages than they have been accustomed to consider themselves worth. But still they could get work.

In the middle of the Winter a gentleman applied at Castle Garden for a man to go upon his place about ten miles out of the City. No special qualifications were required. A few days afterward, he received a visit from a stout, able-bodied young fellow who had migrated seven months before from the County Kerry. During the whole of that time, as the man himself stated, he had been unable to procure work. Hence his renewed application at Castle Garden, and his reference by the Superintendent there to the gentleman referred to. After some conversation, he was offered the situation, with sixteen dollars a month during the Winter, and twenty-five dollars a month during the Summer, and, of course, residence and board. He rejected the offer indignantly, and was almost insolent at being offered less than eighteen and thirty dollars respectively. Many instances of a like kind have come to our knowledge during the last few months, and yet these people who refuse such offers are satisfied to hang around the street corners, and to whine about the difficulty of getting work. The time is now at hand when there will be plenty of work in the suburban districts if these people will take it at a fair price. It will go undone if exorbitant wages are demanded. At the first opening of Spring, there is much to do in gardens and on the land generally; and very much has to be left undone, while strong, able-bodied men in the cities are complaining that there is no work. The remedy is, therefore, largely in their own hands. But they must desert the street corners and the City, and be content to labor for a fair equivalent. Whether they will do this we very much doubt. If there is not occupation for all these, certainly there is for a very large number. If they would rather grumble and starve, or live upon their neighbors than get an honest living, it is their own fault. They have no right to complain of the want of employment as long as there is any work to be done anywhere within their reach. And if they do, they cannot expect to receive much public sympathy.

A BY-GONE SECT.

Three weeks ago, a parish officer presented himself in a London Police Court and stated that Mrs. Peacock, on whom the mantle of Joanna Southcott was supposed to have fallen, had died the day before, aged one hundred and three. A short time previously, an appeal in her behalf had brought $60 to keep her out of the work-house, and the officer hoped now to raise $25 for her funeral. He added that she had been thrice married, and one of her marriage certificates bore date 1801. This application seems to point to the conclusion that the Southcottians must be on quite their last legs, or surely the prophetess would not have been abandoned to pauperism.

The history of maniacal delusion and religious imposture reveals none more remarkable than that of Joanna Southcott. In what is called the Vale of Honiton, the centre of the lace district in Devonshire, stands the village of Gittisham. Here Joanna was born in April, 1750, and shortly after she was baptized at the Church of Ottery St. Mary, the picturesque birthplace of the poet Coleridge, by whose family its splendid minster has been restored. So soon as she grew toward womanhood, Joanna, whose parents were in humble circumstances, went into domestic service in Exeter, the county seat. Here her character was irreproachable. She delighted in studying her Bible, and boasted much of her prayers. Sooner or later, answer was always returned, by outward signs or inward emotions, a mode of communication which, it has been happily observed, "is apt to leave the petitioner in a distressing uncertainty, sometimes with regard to the true interpretation, and sometimes with regard to whether the answer comes from heaven or some other place." The following anecdote, contained in a letter to Mr. Sharp, a famous engraver, who was one of this Devonshire peasant's most devoted disciples, is eminently illustrative, and would read almost as naturally in the column of our reports on a current trial, showing that in truth there is nothing new in Christendom:

"After that I went to the place *where I was directed* (by a Divine guide.) But, oh, what a scene of misery broke out. The master of the house soon declared himself in love with me. I asked him how he could make a profession of religion and talk to another while he had a wife of his own. He said his love was not sinful, it was only a religious love, and to see a mind so mild and heavenly, endowed with every virtue, no *religious* man could help it."

However, like Miss Bessie Turner, she remonstrated vigorously, and declared she would leave the house. Whereupon the owner told her that not a person should in that case enter his doors, whereas, if she would only consent to stay, he would support her pet preachers. She prompt y applied to heaven for directions, and was answered "*not to leave the house;*" so stayed in great misery, and "*sometimes jealous that it was a* wrong spirit that ordered me to stay." A "jealousy" which seems to us natural enough. Presently, to please her, Mr. Wills, the master, took one of her pet Methodist shepherds into his house; but this holy man lost little time "in avowing himself a lover to the wife in my presence, and despised her husband, and wanted to set all the children against him." Better material for a case *à la* Beecher-Tilton the last century could scarcely, we should imagine, have afforded. But this magnificent opportunity was lost in the sterile soil of a provincial city in those unsensational days.

It was not until she was forty-two that she felt called to be a prophetess. "From the year 1792," says her disciple, Mr. Sharp, "to the end of 1794, her writings were sealed up, and after being witnessed put out of her possession." Elaborate precautions were taken to preserve these precious outpourings from all intrusion, and when they were opened and examined, an investigation which occupied a week in 1803, "it was the unanimous decision of twenty-three persons appointed by Divine command, as well as thirty-five others then present, who all signed their names, that her calling was of God." This "unanimous decision" was founded chiefly on what the investigators chose to consider the fulfillment of her prophecies in the documents unearthed, which strongly resemble those wondrous vaticinations with which we are apt to be astounded in the oracular pages of Zadkiel's Almanack. Her last and most extraordinary delusion was announced in her sixty-fifth year, to the effect that she would, through divine influence, give birth to a child, by whom the Redeemer's kingdom would be established. In this absurdity she met with encouragement from a certain Dr. Reece, whose conduct invites the gravest suspicion. Her delusion was completely exposed at her death, in 1814, after a post-mortem examination. But her disciples, even then, refused to give up the notion, and the corpse was consequently, previous to dissection, kept several days, in anticipation of a revival and the birth of the child of promise. Many of them then derived consolation from the idea that their beloved prophetess would reappear in a few years, and the men vowed that until then they would remain unshorn. Not twenty years ago a cluster of these long-bearded fanatics were living in a district in Kent. Toward the end Joanna seems to have been troubled with considerable doubts; in her own words, "was jealous," as to the nature of her familiar spirit; but her disciples would not hear of such misgivings. It is remarkable that many of them were persons of education and position. The sect languished, less probably on account of its absurdity, than from the fact that the Southcottians never enjoyed the stimulus of persecution, ecclesiastical or civil, and, further, had no able preachers. A writer in 1815 on this remarkable phase of credulity well says: "But while we laugh at the simplicity of her disciples, we may all do well to look homeward, and to consider whether our own belief is not on various occasions determined by our feelings more than by evidence, whether we are not sometimes duped by respected names or bold pretenders, and sometimes by our fancies, fears, or wishes."

DECISIONS OF THE UNITED STATES COURT OF CLAIMS.

Washington, March 30.—In the United States Court of Claims Judge Richardson has delivered the opinion in the case of Arthur Martin against the United States. It appears the petitioner was employed at the Naval Academy, having made a contract to work twelve hours a day during the season of steaming and at other seasons eight hours a day. He claimed the benefit of the eight-hour law, which the court says has no application to such a case, nor does it impair the form of contract. If he entered into a special contract he cannot set up a part of it and repudiated the remainder. The eight-hour law does not affect the rate of compensation agreed on by the parties themselves since the passage of the act, and therefore the petition must be dismissed.

Judge Richardson also delivered the opinion of the court in the case of Gen. Benjamin T. Roberts against the United States. This gentleman, recently deceased, was several years ago retired as a Lieutenant-Colonel. He maintained in his petition that the act of July, 1870, gave him seventy-five per cent. of the current yearly pay which he was receiving when he was retired, and that under the same act he was entitled to forty per cent. in addition thereto for 35 years' service. But the court holds the true construction of the statute is that retired officers are entitled to receive 75 per cent. of the whole pay which they were receiving as officers in active service when placed on the retired list, including their yearly pay, and their allowance for length of service, limited by the maximum fixed by said act, which in the case of a Lieutenant Colonel is $4,000. This would make the pay of the claimant $3,000 as a retired officer. The claimant's petition was therefore denied.

Judge Richardson also delivered the opinion in the case of Charles J. Davis, administrator of the estate of Capt. John Davis, of Pennsylvania, against the United States. A resolution was passed by the Continental Congress in 1780 to give him half pay for life, he having continued in service until the end of the revolutionary war. A bill for his relief had several times passed one or the other branch of Congress, but never concurrently became a law. The case having been presented to the Court of Claims, it was discovered that Davis had commuted and settled his claim for half pay for life, and of this fact the evidence was clear and conclusive. The petition was, therefore, denied.

The Arkansas Hot Springs property, 640 acres, the title to which was yesterday decided by the Court of Claims to be in the United States Government, is estimated by some parties to be worth $1,000,000, while others double these figures. The present occupant clears $70,000 last year, and, with improvements to the vicinity of the springs, the income would be largely increased.

THE CONNECTICUT CAMPAIGN.

A TAME DEMOCRATIC "RALLY" AT NEW-HAVEN—SENATOR BAYARD, OF DELAWARE, THE CHIEF ACTOR—ACTIVITY OF THE REPUBLICANS THROUGHOUT THE STATE.

Special Dispatch to the New-York Times.

New-Haven, March 30.—It is not strange that the Democrats managed to fill Music Hall to-night, for they used all the means necessary to that end. They liberally advertised the fact that Senator Bayard, of Delaware, would address the people and, lest this might not be sufficient, when night came, sent a band parading through the principal streets and made a liberal use of fireworks. By a combination of such aids they succeeded in filling the hall, by 8 o'clock, when the meeting was called to order by Judge Betts, who, after informing the audience that the Democrats were sure to elect everybody, introduced Senator Bayard. It is generally known that this member of one of the two ruling families in Delaware is usually a forcible talker, but he was open to the reproach cast upon the *Keener* in the "Shaughraun," and was not "up to himself" this evening. He began, of course, in the usual way by saying that he did not feel as a stranger in a strange place, and that he did not know or care anything about their local affairs. But, after the manner of the Eatanswill editor, he begged to remind them that the eyes of the nation were upon them, and that the election in Connecticut would determine momentous issues. From this point forward the speech was delivered from the stereotyped plates of Democracy. There were but two elements in Republican rule—force and fraud, and, having sneered at the President as a distinguished soldier, the Senator proceeded to abuse him as utterly ignorant of civil affairs and knowing nothing of the philosophy of government. He then went on to repeat the dreary twaddle in relation to South Carolina, Louisiana, and Arkansas with which the Democrats have so afflicted the public for so long a time. He devoted an hour to Louisiana without saying anything new or awakening any enthusiasm in his audience. South Carolina and Arkansas, with Republican crimes and misdemeanors in general, of course including the "Force bill," which everybody knows was not passed, occupied another hour, and the assembled Democrats dispersed at the close more weary than enlightened. This being the first grand rally of the Democrats in the campaign, it was respectable in numbers, but was in other respects comparatively a failure.

The Democrats also had a meeting to-night at Stamford, where Gen. Martin T. McMahon preached the gospel of Tammany, and they are sure to have at least one more in the State, for Hon. S. S. Cox is announced at Hartford for Thursday evening.

The Republicans are also at work, and meetings have been held to-night at several places; the speakers being Gen. Garfield, Gen. Hawley, Hon. W. P. Frye, Hon. J. C. Burrows, Hon. Eugene Hale, and Col. T. B. Thorpe, of New-York. It is quite evident that the State is being thoroughly stirred up. What the result of the stirring is to be not even Dundreary himself could be expected to find out.

NEW-JERSEY LEGISLATURE.

PROSPECTS OF ADJOURNMENT AND OF THE JERSEY CITY CHARTER—THE PROGRESS OF THE RAILROAD FIGHT—MINOR MATTERS IN BOTH HOUSES.

From Our Own Correspondent.

Trenton, Tuesday, March 30, 1875.

Early last week active preparations were being made in the lower house of the New-Jersey Legislature for final adjournment on Friday next. An effort was made to caucus the question on Thursday last, but owing to the fact that members were anxious to prolong the session until their pet schemes had been put through, and owing, too, to the prospect of a big railroad fight, the caucus refused to take any action upon the matter. This evening a joint caucus will be held, at which the matter will be discussed.

The Jersey City charter is, next to the railroad fight, the engrossing topic of discussion. There are two bills pending before the Senate, the house on whose Republicanism the gentlemen holding office under the present charter hang all their hopes. One of these charters, which originated in the House, entirely abandons the system of governing by legislative commissions, which is extremely distasteful to the people of Jersey City, Republicans and Democrats alike, and provides for the appointment of the city officials by the Mayor and Board of Aldermen, who are, with the Board of Education, elective. The other bill, introduced into the Senate as an act, like the former, abandons the system of governing by legislative commissions, but yet provides for the retention in office of a majority of the Commissioners appointed by the Legislature. It was only after a severe struggle in 1870 that the Republican House and Senate could be induced to interfere with the local government of Jersey City; and it has been a difficult matter to induce the succeeding Legislatures to keep their hands off the charter passed in that year. Several Republican Senators are indisposed to leave intact a Government so unpopular as that established under that charter, and have given earnest of their intention to vote for the House bill. Senator Taylor, President of the Senate, and Senator Willets voted with the Democrats a few days ago upon an amendment changing the political complexion of the local government of the city, and other Senators have intimated that, with some slight amendments, they will sustain the House bill. A compromise has been suggested, which contemplates a clean sweep and a new deal. It proposes to turn out the Mayor and Council this Spring, and to have a new election throughout. It cannot be said whether the compromise is satisfactory or not to the Republican members, but the unsuccessful effort made last evening to caucus the bill is a bad sign for the opponents of the new charter.

In the State Senate to-day the bill repealing the third section of the New-York and Long Branch Railroad supplement was called up on its second reading. Senator Hopper amended it so as to permit the New-York and Long Branch Company to lease their road to the Central Railroad of New-Jersey, or to consolidate its capital stock with that of the last-named road. Senators do not seem to understand the purpose of the amendment; and, unless it be that a compromise has been patched up between the Pennsylvania Central and the New-Jersey Central, it seems to be inexplicable. The amendment was adopted, and the bill was ordered engrossed for a third reading.

The bill providing a penalty for those who neglect to comply with the provisions of the Compulsory Education law passed the Senate, and will go to the Governor for signature.

A few days ago a concurrent resolution was passed directing State Treasurer Sooy, who had served for a year without giving bonds for the faithful discharge of his duties, to find bonds in $300,000. The Democrats anticipated a joint meeting for the election of State officers as a result of the passage of the resolution. Proceeding on the presumption that Mr. Sooy would be unable to procure the bonds, they thought that the Senate would go into joint meeting to elect a Treasurer who could. Their air-castles were blown away this afternoon. Mr. Sooy sent to the Senate a bond in $300,000, signed by sureties of undoubted responsibility. The bondsmen are John S. Irick, John B. Parker, William A. Ripley, Congressman Dobbins, William Sooy, N. W. Sooy, and E. T. Thompson. The bond was referred to the Committee on Finance. The Senate will probably approve it; but the House may, in the hope of forcing a joint meeting, make a factious opposition to its approval.

In the House to-day, the bill incorporating the New-Jersey Rifle Association of Elizabeth, and appropriating $5,000 for their use, was lost after considerable debate. The bill introduced by Mr. Fitzgerald, reducing the tollage on the Newark Plank Road, was adversely reported, and the adverse report was sustained.

DEMOCRATIC FIRST-FRUITS.

From Harper's Weekly.

The first national result of the Democratic reaction of last year was the election of Mr. Eaton, of Connecticut, to the Senate of the United States. He was the representative of the real sentiment and tendency of his party, and in a speech made soon after his election he foreshadowed the course in regard to the amendments which Mr. George Ticknor Curtis elaborated in his letter to the Manhattan Club after the New-York election. Mr. Eaton has now made a speech in the Senate. It is a grave misfortune for a mere politician, of whatever local reputation, to be transferred to that arena. If he speaks, the whole country hears, and, despite the expressive silence or the zealous praise of his party organs, he is measured by the public judgment as surely as a new boy at school by his comrades. Mr. Eaton's speech shows conclusively that he is a bitter, narrow, unintelligent partisan, and nothing more. He was a "Copperhead" during the war, and he has all the spirit and tone of his class. Wholly unimportant in himself, he is nevertheless the representative of a party that aims to control the Government. He is the chosen leader of those who are now appealing to the people of Connecticut to restore the Democratic Party to power, and his views must be accepted as those of his associates and followers.

The substance of his speech was a declaration, reiterated, and repeated, that the States of the Union are sovereign. It is a rather useless discussion, since a war of four years has decided that they are not so. Mr. Eaton said his assertion that the States were "sovereign and independent" was not heresy when Madison lived. He is mistaken. Mr. Madison said, in the Convention of 1787, "The States never possessed the essential rights of sovereignty; these were always vested in Congress." He went on to say that their voting as States, even in the Congress of the old Confederation, was no evidence of sovereignty. A sovereign power which can not declare war or make peace with other sovereign powers, or coin money or conclude treaties, or which, having delegated those powers at its sovereign will, cannot at that will resume them, is a very absurd sovereign power. If it can resume them, Jefferson Davis and his confederates were correct in asserting that secession was the right of a sovereign State. When Mr. Anthony held up Mr. Eaton on the points of this very simple dilemma, his writhing was pitiful. He attempted to explain that the States were sovereign except when they were not sovereign, and the Senate very properly laughed, and Mr. Eaton said that he did not feel well. That was precisely what Davis and his men said after a desperate attempt to put Mr. Eaton's doctrines into practice.

This is the "reform Democracy." The party succeeds in electing a Senator from New-England, and he begins by professing his allegiance to the Virginia and Kentucky resolutions and the dogmas by which secession and rebellion were defended. He succeeds in proving to the intelligent people of this country that the Democratic party is the same old party whose dangerous fallacies Webster exposed forty years ago, and which still pertinaciously clings to the opinions upon which it defended slavery, and which logically justified nullification and rebellion. While it sends to the Capitol from this part of the country Senators who, like Mr. Eaton, proclaim these principles, it sends from Missouri and Georgia Senators who, like Messrs. Cockrell and Gordon, maintained them in the field. Are such men more likely to administer the government according to the principles established by the war than those who sustained the war and won the victory?

Mr. Eaton succeeds Gov. Buckingham, who was one of the most devoted and patriotic of the war Governors. Does any intelligent American not utterly blinded by partisan fury suppose that it would have been better for Connecticut and the country if Mr. Eaton had been Governor instead of Mr. Buckingham? Why should it be imagined that a Tory of the Revolution would have been a safer guardian of the Government founded upon the principles of the Revolution than a Son of Liberty? That is a question which the voters of Connecticut have to ask themselves now. For what reason should Mr. Eaton and Gens. Gordon and Cockrell, enemies of the principles and objects of the war, hostile to the amendments and the settlements, asserting that the States are "sovereign and independent," be preferred in the control of the Government to those who deny the sovereignty of the States, who hold to the national supremacy of the Union, and who believe that the amendments are just and should be enforced?

AMUSEMENTS.

GENERAL MENTION.

The second performance of the brief season of English Opera at the Academy occurs to-night, when "Il Talismano" is to be sung.... The series of opera bouffe representations at the Lyceum Theatre is to commence this evening, when Mlle. Aimée will appear in "La Jolie Parfumeuse".... Mr. John N. Pattison is to deliver at De Garmo Hall to-night the first of a fresh series of lectures on piano music, with illustrations. Bach, Beethoven, Handel, and Mozart are the principal contributors to the initial programme.... The first concert by the Hungarian National Orchestra may be attended at Steinway Hall to-morrow evening.

A CHARITABLE PERFORMANCE.

A performance in aid of the Central Dispensary is to take place at the Fifth Avenue Theatre, to-morrow afternoon. It is intended to afford aid to a charity which merits the support of everybody, but aside from the claims to attention its object possesses, its programme has traits of unusual interest. An entertainment which will include the comedetta "A Bull in a China Shop;" "Too Happy Pair," with Mr. Montague and Miss Dyas; the choicest scenes of "The Big Bonanza," and a number of acts by Mr. Bryant and his minstrels, is not offered every day in the year.

A CHANGE FOR THE WORSE.

To the Editor of the New-York Times:

You are trying to gain for us rapid and convenient transit; will you not, with us, protest against the dast step of the Fourth avenue line of cars in the opposite direction?

On and after April 1 they will require all passengers who are going above the Grand Central Depot to be transferred at Thirty-second street.

It is bad enough to exchange a comparatively comfortable place in

WASHINGTON.

ANDREW JOHNSON ON THE POLITICAL OUTLOOK.

THE NEW UNITED STATES TREASURER—THE WINNEBAGO INDIANS ABOUT TO DISSOLVE THEIR TRIBAL RELATIONS—THE REVENUE RECEIPTS AND THE WHISKY TAX.

Special Dispatch to the New-York Times.

WASHINGTON, March 30.—Andrew Johnson is still here, and is devoting considerable time to visiting the executive departments and attending to business there for his constituents. With friends he talks freely of the political outlook, and expresses the conviction that the Democratic Party can only achieve success in 1876 with the aid of those Republicans who are dissatisfied with the present Administration. He thinks this no time for parties to attempt to discipline men, and advises the Democratic Party to cultivate all who manifest a disposition to act with them to defeat those who support the Administration of President Grant.

GEN. SPINNER'S SUCCESSOR.

Mr. New, the gentleman who has been appointed to succeed Treasurer Spinner, called at the Treasury Department to-day, and was presented to Gen. Spinner. Mr. New will return to Washington as soon as he can arrange his private business at Indianapolis, and will apply himself to the labor of acquiring a knowledge of the practical working of the Treasurer's office. The new Treasurer has made an excellent impression upon those who have been introduced to him.

THE WINNEBAGOS ABOUT TO BECOME AMERICAN CITIZENS.

The Winnebago chiefs from Wisconsin, who have been here for several days in consultation with the Indian authorities with reference to breaking up their tribal organization and becoming American citizens, left to-day for home satisfied with the encouragement received. Under a recent act of Congress, Indians may become citizens upon dissolving their tribal relations, and these Winnebagos are taking the necessary steps to comply with the provisions of the law.

INTERNAL REVENUE RECEIPTS.

The receipts from internal revenue have been over $8,000,000 thus far this month, and the receipts of one day more are yet to be added. The collections will be altogether about $500,000 larger than they were in March of last year. This is matter of surprise to the Commissioner, the legislation increasing the tax on whisky having caused a large quantity to be taken out of bond last month, swelling the receipts for February to an extent which it was expected would react upon the receipts for March. The Customs revenues for the month will be very light, though somewhat greater than during March of last year. The high price of gold, of course, has an influence in keeping goods in bond as long as they are not actually required for the trade. The legislation of last session increasing taxes and Customs duties has not yet had any influence upon the revenues.

Dispatch to the Associated Press.

THE ENFORCEMENT ACT IN THE SUPREME COURT.

In the Supreme Court to-day the case of the United States against Cruikshank and others, charged with a violation of the Enforcement act in Grant Parish, La., was taken up, and its argument will probably consume the remainder of the week. It comes to this court by certificate of division from the Circuit Court of Louisiana. Judge Bradley, of the court, was of the opinion that the act of 1870, under which the indictment was framed, is unconstitutional, and his colleague at the Circuit was of the reverse opinion. The defendants are represented by Reverdy Johnson, David Dudley Field, John A. Campbell, and Judge Marr, of Louisiana.

A WATER-WAY FROM THE MISSISSIPPI TO THE ATLANTIC.

Gen. James Tilton, United States Engineer, will resume work on the Oostanaula and Coosawittee Rivers, from Rome to Carter's Landing, via Resaca, Ga., late in April, under an appropriation from Congress. Col. Frobel, who is now at Atlanta, will soon resume his survey of the rivers along the line of the Great West rn and Atlantic water route. His report will indicate a singularly favorable water communication connecting the Mississippi River with the Atlantic Ocean, commencing at Cairo, Ill., and ending at Darien, Ga. The entire distance is nearly 1,000 miles, 900 of which are navigable rivers. Only 100 miles of artificial water-ways are therefore required, and no engineering difficulties are presented.

WITHDRAWAL OF LEGAL TENDERS.

The Secretary of the Treasury to-day directed the Treasurer to withdraw from the available currency balance of the Treasury $1,488,000 legal tenders, and that they be canceled and destroyed, the same being eighty per cent. of the additional circulation issued to national banks during the present month. Until further redemptions under the act providing therefor are ordered, the amount of United States notes outstanding and to be issued as a circulating medium, shall not exceed the sum of $379,000,000.

APPOINTMENTS.

The President to-day made the following appointments: David T. Corbin, United States Attorney for the District of South Carolina; Ridge Paschal, Collector of Customs for the District of Corpus Christi, Texas; Frederick W. M. Holliday, Commissioner to the Centennial Exhibition from the State of Virginia. David Stewart is appointed Internal Revenue Store-keeper for the Fourth District of Iowa, and Samuel T. Houghton for the Fifth Kentucky. Samuel D. Price is appointed Gauger for the Fourth Iowa, Thomas A. Sykes in the Fifth Tennessee, and John H. Asher for Colorado.

TRANSPORTATION OF MERCHANDISE THROUGH CANADA.

The Treasury Department has prepared, and will issue to-morrow, regulations concerning the transportation of merchandise from and through the Dominion of Canada, in accordance with the Treaty of Washington and the act of March 1, 1873, providing for carrying the same into effect.

TREASURY BALANCES.

The balances in the Treasury at the close of business to-day were: Currency, $5,490,031 03; special deposits of legal tenders for the redemption of certificates of deposit, $42,735 000; coin, $80,110,237 90, including $23,701,700 in coin certificates. Outstanding legal tenders, $380,714,900.

OUR IMPORTS EXCEEDED BY OUR EXPORTS.

The statements contained in the monthly report of the Bureau of Statistics show that for the year ended Dec. 31, 1874, the excess of exports over imports was $46,969,497, while for the corresponding period of 1873 the exports exceeded the imports by only $192,250.

APPOINTMENT OF AN INDIAN PEACE COMMISSIONER.

The President to-day appointed A. C. Barstow, of Rhode Island, to be a member of the Board of Indian Peace Commissioners, under the act approved April 10, 1869.

RUMORED RESIGNATION OF MR. DOUGLASS DENIED.

A report has been in circulation that Commissioner Douglass is to resign, but that gentleman says there is no truth in the report.

THE NEW TREASURER AND THE OLD.

Hon. John C. New, of Indianapolis, paid his respects to Gen. Spinner at the Treasury to-day.

PERSONAL.

The President and Mrs. Grant, Colonel and Mrs. Frederick D. Grant, and Mr. and Mrs. Sartoris leave here to-morrow at 9:23 for New-York. The President will not return here before Saturday.

A CIVIL RIGHTS CASE.

NEW-ORLEANS, March 30.—In the civil rights case against Robbins, clerk of steam-boat Seminole, for refusing a cabin passage to Louis Chevalier and wife, the United States Commissioner held Robbins in $100 bail for trial in the United States Circuit Court.

STRIKE OF COTTON OPERATIVES.

GREAT FALLS, N. H., March 30.—The wages of the operatives of the cotton mills here were reduced recently, and the corporation has experienced considerable trouble in consequence. A large number of weavers have quit work, but their places have been partially filled. At a meeting to-night the operatives decided not to work unless the former schedule of prices was restored.

PENNSYLVANIA MINING TROUBLES

A FORCE OF ARMED MINERS MARCHING ON HAZLETON—A RIOT IMMINENT.

HAZLETON, Penn., March 30.—A dispatch received this morning from Audenreid states that an armed force of miners, which commenced organizing last night, is en route for this place. They compel others to join them, and intend to visit Tresckow and Beaver Meadow, collecting recruits as they advance.

Our streets are thronged with excited citizens discussing the situation. An angry word or a display of weapons may precipitate a fearful riot. Burgess Ulmer has been appealed to to meet the advancing force before arriving here and remonstrate with them against entering the town.

THE AUDENRIED MOB INTERCEPTED BY A CATHOLIC PRIEST AT BEAVER MEADOW MINES, AND PERSUADED TO DISPERSE.

HAZLETON, Penn., March 30.—The mob which left Audenried this morning for this place was intercepted at Beaver Meadow Mines by Father Warren, the Catholic priest of Audenried, who persuaded them to disperse and return to their homes. The Hazletonians have thus escaped a second invasion, which threatened serious consequences, and everything is now quiet. Many shots were fired last evening by the rioters while rallying their forces, five of which went through a window of the Yorktown Company's store. At Beaver Brook two of the firemen were driven from their work, and one of them compelled to join the ranks of the rioters.

ARMED MINERS STOPPING WORK AT DIFFERENT MINES—A STOCK OF FLOUR LAID UP.

MAUCH CHUNK, March 30.—Nearly 150 armed raiders were in procession to-day and visited Yorktown, Spring Mountain, Audenried, Beaver Meadow, Jeansville, and other collieries on a scouting expedition, and made all persons stop who were engaged on dead work. No one was injured and no damage was done. It is reported that 50,000 bags of flour were purchased for the miners in the Lehigh region last week, with the funds of the Working Men's Benevolent Association, and is now delivered in the neighborhood of Audenried and Beaver Meadow, whence it will be distributed to those in need throughout this and the adjoining regions.

MINERS JOINING THE NEW UNION AT SHAMOKIN—THE VIOLENCE AT HAZLETON DEPRECATED.

POTTSVILLE, Penn., March 30.—A dispatch from Shamokin, this evening, states that the miners continue joining the Miners' Union organized there recently, and it is supposed that they will suspend work in all the mines soon. Unusual quiet prevailed throughout this region to-day, and the labor associations here deprecate the acts of violence committed at Hazleton yesterday by their coworkmen.

AN EXTENSIVE LABOR ALLIANCE FORMED—MINERS' AND MECHANICS' UNIONS COMBINING.

POTTSVILLE, Penn., March 30.—A joint meeting of the Miners' and Laborers' Benevolent Association and the Mechanics' and Working Men's Society was held in this city to-day for the purpose of organizing and forming a combination for mutual protection. Twenty-three districts were represented. President John F. Welsh, of the Miners' Association, occupied the chair. Both organizations were fully represented. Mr. John Siney, President of the Miners' National Association of the United States, came here from Cleveland, Ohio, on business connected with the meeting and stated that he favors the alliance. The following resolutions were adopted unanimously:

Resolved, That we hereby agree to form an alliance for the mutual protection and general benefit of all, and that each organization preserve its individual character and charter.

Resolved, That the Miners' and Laborers' Benevolent Association and the Mechanics' and Working Men's Benevolent Association be governed by the same rules as those governing the Executive Committee of the Miners' and Laborers' Benevolent Association, and entitled to the same representation, *pro rata*.

Resolved, That the Miners' and Laborers' Benevolent Association and the Mechanics' and Working Men's Benevolent Association do work in harmony, and sustain each other in this and all coming struggles and difficulties, both morally and financially, until justice is done to both.

OFFICIAL FRAUD IN LOUISIANA.

THE GENERAL APPROPRIATION BILL TAMPERED WITH AFTER ITS PASSAGE IN THE LEGISLATURE.

Special Dispatch to the New-York Times.

NEW-ORLEANS, March 30.—The Appropriation bill which is promulgated to-day is denounced by Lieut. Gov. Antoine and Speaker Hahn as containing forged alterations amounting to $137,000. Eleven new pages have been substituted since the passage of the act. The Attorney General is to prosecute the guilty parties.

THE CHAIRMAN OF THE FINANCE COMMITTEE OF THE SENATE CONFIRMS THE STATEMENT.

NEW-ORLEANS, March 30.—The General Appropriation bill approved by the Governor and promulgated in the *Republican* to-day is denounced by Lieut. Gov. Antoine and Speaker Hahn in a communication to the Secretary of State as a gross, unwarrantable, and criminal act of forgery, and is not the act certified and signed by them. They request the Secretary of State to revoke and annul the promulgation of said act, and the Attorney General to take steps to find out the guilty parties and have them prosecuted with the utmost rigor of the law. The changes made from the original appropriations show a decrease in several items of over $137,000 and an increase of other items of $11,400. Senator Wharton, Chairman of the Finance Committee, certifies that he compared the bills as published in the *Republican* with the bill passed by both Houses and with the bill as signed by the Speaker and the President of the Senate, and that the statement is correct as to the charges and alterations made so far as the figures and amounts are concerned.

THE MEXICAN RAIDS.

AMERICAN CITIZENS ROBBED AND MURDERED—OUTRAGES BY THE RAIDERS—ARMED BANDS OF MEXICANS CROSSING THE RIVER—ALARM AT CORPUS CHRISTI.

GALVESTON, Texas, March 30.—A special dispatch to the *News* from Corpus Christi, dated March 29, says: A letter from the Postmaster at Nueces, who was robbed and had his house burned by raiding Mexicans, states:

On the 26th inst., about 4 o'clock P. M., while conversing with a man named Smith, I discovered three Mexicans approaching my store. I went into the sitting-room for my rifle, and had secured it, when Smith and a Mexican rushed in, having a gun pointed and prepared to fire. my wife interfered and prevented him. He then pointed the gun at me, but I proved too quick, and saved my life by taking his. I then aimed at the nearest of the cut-throats in the store, when, discovering about fifty of them outside, I did not shoot, knowing my only chance for life was to secrete myself, which I did in a subterranean passage, where I found Smith. The robbers completely sacked my store, packing the valuables on wagons. About this time the mail rider from San Antonio arrived. They took him prisoner, and the mail never reached me. Smith now left his hiding place and ran. They gave chase and murdered him. The store was fired, and I was compelled to leave my place of concealment, which I did unnoticed. I remained near, and witnessed the destruction of my home. The Mexicans left, believing me to be consumed in the flames. My children were shot at twice while they lay prostrate on the ground from fright. Before leaving my store the Mexicans had taken several American prisoners, whom they subjected to most cruel treatment, stripping some of them and compelling them to go barefooted before them. One man who fainted from exhaustion was beaten and left on the roadside.

(Signed,) T. J. NOAKES.

One of the leaders was captured and lodged in prison here on Saturday. A meeting of citizens, held here to-day to consider what disposition should be made of the prisoner, resulted in his immediate trial by the people. A court was formed, the prisoner arraigned, counsel for the prosecution and the defense were appointed, and a jury impaneled. The evidence showed the prisoner to be guilty of murder, arson, robbery, false imprisonment, and torture of Americans. He was sentenced to be hanged, and the sentence was immediately executed.

9:20 o'clock P. M.—A citizen of this place, just returned from Mexico, where he went to purchase mules, visited Monterey and Monclova, where he learned that about 700 men had left that section for Texas, their purpose not being stated. He therefore returned rapidly home. At Camargo all the "Pelados" have disappeared, and bands of 400 and 600 are reported crossing the river near Roma and Edmburg. It is stated further that a raid on this place is contemplated, and that the Mexican leader of the outlaws boasted that his bugles would sound in the streets of Corpus Christi when the people least expect it.

THE GOLD CORNER—AN INFAMOUS UNDERTAKING.

From the Evening Mail of Yesterday.

Yesterday the speculators who have been engaged in that modern species of highway robbery known as "cornering gold," turned the screws a little tighter on the merchants, and demanded one per cent. a day for the use of that indispensable necessity for carrying on the importing business. The fact that such an operation as this can be performed without violating any law, and without involving the social ostracism of its perpetrators and planners, affords another illustration of the manner in which a complicated civilization enables men without courage to rob without limit. The old-style highwayman risked his life, and thus showed his manhood. He was, therefore, accessible to considerations of mercy and forbearance. But we should like to have seen a merchant on the verge of failure pleading with a gold gambler, yesterday, and trying to get off with half per cent. loss on his business.

The gamblers urge that the importers are themselves to blame for the periodical "corners" that offer such opportunities for extortion. The merchants themselves are gamblers in gold, say the speculators, and by their large operations bring about the crises which abler or more unscrupulous operators develop and make the most of. To a certain extent this is true. So long as gold is neither exclusively an article of merchandise nor of use as money, so long will the merchants be obliged to speculate in gold more or less. Here, for instance, Mr. Brown has $100,000 in duties to pay next month. He must have gold to carry on his business. If he sees that gold is going up, it is the part of ordinary prudence to lay in a stock adequate to his needs. This is legitimate, for it is the result of a necessity.

But Smith, Gray, White, and others, seeing that gold is becoming scarcer, secretly contrive to get possession of the greater part of that article, and create an artificial scarcity thereof. They have no legitimate use for it. They pay no duties. It is their game to levy upon the men whose business necessities require the use of gold, as they are now doing. Their combination is essentially immoral, mischievous, and outside of the limits of legitimate business. Their arguments in support of their practices are the thinnest sort of sophistry, and impose on no clear-headed man. For instance, they say that one man has as good a right to buy gold as another, and that it makes no difference, in principle, whether one man buys a small quantity, or several men buy enough to produce a "corner." Let us see whether this will hold water. A half dozen, or fifty, men may hire as many hacks as they please, but suppose that they combine to hire 500 hacks to await them at noon to-morrow on Broadway, between Fulton and Ann streets! Would not the law take cognizance of such a conspiracy to obstruct travel in one of the busiest quarters of the City? There is, then, a limit to what men may lawfully do in the way of making lawful contracts. That limit is determined by the nature of the results. In the instance we have given, it is clear that the limit to the lawful hiring of hacks is reached and passed when so many are engaged to rendezvous at a certain place and time as to bring about an obstruction of business.

Have not the gold gamblers reached an equally obvious limit, when they levy upon the importing merchants of this city, and thus upon the community at large, the enormous exaction of 365 per cent. for the use of an article which is indispensable to the latter? Is this not a temporary and serious obstruction of legitimate trade? Would the anchoring of half a dozen steamers across the deep-water channel to the Lower Bay be much more of an obstruction to commerce? And how much further or longer can these exactions be continued without destroying the Spring trade, and crippling the business of the whole country?

We are aware that these latter considerations will be regarded as rather ridiculous by the philosophic speculators who have been scheming to get the importers by their throats, with a view to taking all they can extort, without actually "killing the goose that lays the golden eggs." We know that if newspapers had been printed in the good old times when thrifty Barons, in their inaccessible fortresses on the Rhine, levied toll on all commerce that passed underneath their eyries, they would have remonstrated in vain against such practices. The Barons would have denounced the complaints and denounced it as weak sentimentalism. They took what they could, and what the customs of the times sanctioned, just as our gold gamblers do. Neither contributed a particle to the promotion of commerce. Neither could be called producers of values. Both were and are the enemies of trade, and both essentially highwaymen.

But why assail the morality and utility of such combinations as the present "Gold Ring"? The same question was often asked in 1673, but the newspapers then in vogue exposed the fallacies and denounced the morals of the conspirators against trade succeeded in doing one thing. They made gold "cornering," so disreputable that the respectable banks ceased to aid it, and the "corner" was broken, although the "Ring" had $50,000,000 of real and "phantom" gold. Encouraged by this success, we are not despondent as to the issue of future struggles in behalf of the vast interests involved in our importing trade. We are satisfied that in the end there will be such a general appreciation of the real nature and results of gold "cornering" that no man who expects to hold up his head among gentlemen, and to rank as a respectable business man, will engage in it. It will become as disreputable as three-card monte, or any other form of gambling, in which the gamblers have every advantage. It is the essential character, and the press can discharge no more important duty to the interests of legitimate trade than to reveal it in all its baldness and badness.

THE LADY WASHINGTON TEA PARTY FOR THE "SHELTERING ARMS."

The Seventy-first Regiment Armory was crowded to overflowing last night by the many friends of the "Sheltering Arms," who were called on to patronize a Lady Washington Tea Party, for the benefit of that institution. The northern drill-room was occupied by the thirteen tables of the bazaar part of the entertainment, one table being named for each of the thirteen original States. In the centre the Keystone State was represented by a gorgeous flower-stand of evergreens. Inside the bower of evergreens were rare plants and flowers. Mrs. Perkins, Mrs. Woolsey, Mrs. Vail, Mrs. Otis, Mrs. Hoffman, and Mrs. Francis Barlow were in charge. Around the sides of the room were the other twelve. The New-Hampshire table was in charge of Mrs. John Sherwood, Mrs. C. H. Stebbins, Mrs. Hitchcock, Mrs. H. Clews, Mrs. F. K. Stargis, Mrs. Henry De Coppett, and Miss Kitty Tracy. The Massachusetts table was under charge of Mrs. Arthur Gilman, Mrs. Whittemore, Mrs. Miles Beach, Mrs. Shillito, Mrs. Smith, Miss Doringh, and Miss Katy Foster. The Rhode Island table was presided over by Mrs. Sylvanus Reed, Mrs. B. F. Corlies, Mrs. George Wilson, and Mrs. C. F. Blake. The Connecticut table was under charge of Mrs. G. W. Burnham, Mrs. F. Tomes, Mrs. W. G. Stirling, Mrs. Stearns, and Mrs. Arthur Bissell. A great feature of this table was old-fashioned Hartford election cake. The New-York table was under charge of Mrs. William Tracy, Mrs. J. Roosevelt, Mrs. Judge Brady, Mrs W. H. Wells, Mrs. Dr. Morgan Dix, Mrs. Marion Sims, Mrs. G. H. Sharpe, and others. Behind the New-Jersey table were Mrs. R. F. Ware, Mrs. Col. Vose, Mrs. W. B. Dick, Mrs. J. J. Wentworth, and others. At the Delaware table were Mrs. H. E. Pellew, Mrs. G. T. Strong, Mrs. Cortlandt Palmer, and Mrs. A. G. Thorp. At the Virginia table were Mrs. William P. Talboys, Mrs. J. W. Ellis, Mrs. C. Walsh, Jr., Mrs. North, Mrs. Carr, and Mrs. D. D. Field. At the Maryland table were Mrs. Robert Aiborn, Mrs. E. E. Anderson, Mrs. Louis P. Henop, and Mrs. F. Saltonstall. North Carolina was represented by Mrs. W. P. Lee, Mrs. Nicholas D. Clapp, Mrs. A. Lawrence, and others. South Carolina by Mrs. Henry Salisbury, Mrs. W. G. Langdon, Mrs. R. H. L. Townsend, Mrs. Dr. Barker, and others. Georgia by Mrs. Dr. Neftl, Mrs. Abram S. Hewitt, Mrs. Dr. Durant, Mrs. S. M. Wheeler. At each of these tables was a bevy of young lady assistants, whose smiles won a bounteous harvest of dollars for a deserving charity.

Among the lady patrons present were Mrs. Judge Lawrence, Mrs. Judge Roosevelt, Mrs. T. M. Peters, Mrs. Joel Wolfe, Mrs. G. T. Strong, Mrs. John A. Dix, Mrs. Gen. Hancock, Mrs. Gen. McKeever, Mrs. David Lydig, Mrs. Buchanan Winthrop, Mrs. Dr. Morgan, and others. Among the well-known gentlemen present were Gen. Kiddoo, Rev. Dr. Morgan, Mayor Wickham, Judges Brady and Lawrence, Algernon S. Sullivan, Esq., Messrs. John C. Johnson, L. P. Morton, and John Magnin. On the Decorative Committee were Messrs. A. Gilman, G. E. Harding, and T. Q. Hill; on the Floor Committee Messrs. T. Q. Hill and Charles Ingersoll, and on the Executive Committee Messrs. G. W. Burnham, William P. Lee, Gen. Ingalls, George W. Folsom, and William E. Dodge. In the large drill-room a music-stand was erected in the middle of the floor. The room was lighted by colored calcium lights. The entertainment is to be repeated to-night.

THE DOCK COMMISSION SALARIES.

A memorial has been presented to the Assembly by the Dock Commissioners, requesting the passage of an act designed to regulate and equalize the salaries of the Commissioners. Under the act of 1871 there were five Commissioners of Docks, each receiving a salary of $10,000 per annum, also an Engineer-in-Chief, at an annual salary of $20,000. The rent paid for offices was $15,000, forming a total of $85,000, independent of clerical and other expenses. Under the charter of 1873 the number of Commissioners was reduced to three. The salaries paid were $6,500 per annum to the President, and $3,000 to each of the other two Commissioners. The salary of the Engineer was placed at $5,500, and after May 1 the rent of offices for the department will be $8,000, forming a reduction of $59,000 per annum. The Commissioners allege that, as they devote their time exclusively to the duties of the department, it is unjust to place their salaries at $5,000 per annum, which they deem inadequate compensation. The memorial concludes by requesting a reduction of the salary of the President to $4,000, and an increase of the salaries of the Commissioners to $5,000 per annum.

THE SWOLLEN RIVERS.

THE SUSQUEHANNA.

THE GLEN UNION GORGE WEARING AWAY.

Special Dispatch to the New-York Times.

RENOVO, Penn., March 30.—Beyond a rise in the river of a few inches there was no change at this point to-day. The upper end of the Glen Union gorge is gradually wearing away. It is supposed that the detached ice is carried through some channel under the gorge, and drifts down the river in small pieces. There is a good rafting flood reported at Clearfield, and the small gorge at Curwensville has moved out without damage.

NO IMMEDIATE DANGER AT LOCK HAVEN.

LOCK HAVEN, Penn., March 30.—At this place the river is three feet above high-water mark, and no present danger is apprehended.

THE WORKING PARTIES IN CLEARING THE RIVER NEAR WILLIAMSPORT OBLIGED TO STOP ON ACCOUNT OF THE WEAKNESS OF THE ICE.

Special Dispatch to the New-York Times.

WILLIAMSPORT, Penn., March 30.—No ice from up the river has yet reached this point. The men engaged in clearing the river above Linden Bridge were obliged to desist to-day on account of the weakness of the ice. A team of horses and a plow went through about noon and the driver was saved with difficulty. One of the horses was drowned. It still continues to thaw, and although the ice is from eighteen to twenty inches thick, it has become decayed and unsafe for a large number of men to stand on. There was no perceptible rise in the river to-day. Should the present gradual thaw continue for some days longer it is thought the immense body of ice which is still on the river above this point will move out without injury to the lumber boom.

Mayor Powell has issued the following:

There is not now, nor has there been, any danger from the ice, as reported in the papers. The ice is fast wasting, and this morning was so weak and rotten that cutting was abandoned. No damage has been done, of any nature whatever.

(Signed.) MARTIN POWELL, Mayor.

THE RIVER TWENTY FEET ABOVE HIGH-WATER MARK AT WATSONTOWN.

Special Dispatch to the New-York Times.

WATSONTOWN, Penn., March 30.—The gorge between this point and Milton has not moved, and the river still continues to flow round it into the adjacent fields. Between Milton and Northumberland the ice, although fast decaying, has not yet moved. The river here is twenty feet above high-water mark, but more than half of this rise is caused by the back-water from the gorge. The ice in White Deer Creek, a few miles above this town, has not yet moved out.

CONDITION OF THE RIVER AT OTHER POINTS.

WILKESBARRE, Penn., March 30.—The Susquehanna rose three feet last night, and is still rising steadily. For the first time since the flood began the water did not freeze. The weather is now very mild and the ice is thawing rapidly. It is now predicted that the gorge will start in about thirty-six hours, and if rain falls in the meantime the destruction will be much less than was anticipated.

It is reported that the Ransom gorge, near Coxton, three miles above Pittston, has started with twelve feet of water. At this point the gorge is firm, and the water is damming up again about it. At Plainfield it is within two feet of the Lehigh Valley Railroad.

PITTSTON, Penn., March 30.—The weather is very warm this morning, indicating another day of heavy thaw. The river has risen two feet since last night, and still continues rising very gradually. There are hundreds of people standing on remaining spans of the bridges and on the river banks expecting to see the gorges move.

CHICKIES, Penn., March 30.—The Susquehanna is about a foot higher than yesterday, and is still rising slowly. The weather is warm and pleasant.

PORT DEPOSIT, Md., March 30.—The river continues to rise here, but very slowly. Nearly all the ice has gone out of the river, and no alarm is now felt. The weather is clear and warm.

THE GORGE IN THE DELAWARE AT THE WATER GAP.

DELAWARE WATER GAP, March 30.—There is no especial change in affairs connected with the expected ice jam this morning excepting that the river is gradually rising under the influence of hundreds of streamlets that are now pouring down the hillsides. Engineers passed through here yesterday, commissioned by the Lehigh Railroad Company to examine the ice gorge above. Great fears are entertained for all the bridges below. The cool nights have retarded the rapid action of the water, and it is impossible to tell just when the ice will come.

FOUR BRIDGES SWEPT AWAY ON THE ELKHORN RIVER.

OMAHA, Neb., March 30.—Four fine bridges have been swept away by ice and high water on the Elkhorn River. Further damage is apprehended.

CANADA.

THE BURNHAM MALPRACTICE CASE—DR. SPARHAM AND W. G. GREAVES SENTENCED TO BE HANGED.

BROCKVILLE, Ontario, March 30.—In the case of W. G. Greaves and Dr. E. B. Sparham, on trial here for murder in causing the death of Miss Sophie E. Burnham, on the 28th of December last, by malpractice, the jury to-day returned a verdict of guilty, and the prisoners were sentenced to be hanged on the 23d of June next. Greaves was the girl's betrayer, and accompanied Dr. Sparham when the operation was performed.

PROSPECTS OF THE LUMBER TRADE.

HALIFAX, March 30.—The lumbering on the La Have River will be brisk this Spring. It is calculated that 34,000,000 feet of lumber will be driven to Bridgewater if the freshets are of an ordinary character. The lumber business at Ottawa is quiet. A few sales of shipping culls are made at $9 per thousand, cash. The mill-owners are feeling more confident of a good season trade, on account of the discouraging aspect of the lumber trade of the Western States.

THE CANADA PACIFIC RAILWAY AND AMERICAN CONTRACTORS.

OTTAWA, Ontario, March 30.—In the House last night the statement was again made by a member of the Opposition that United States contractors had control of the Canada Pacific Railway. The Premier denied the statement.

THE PRISON-KEEPER'S DEATH.

Some interesting particulars in connection with the death of Solomon Purdy, a keeper of the Harlem Prison, were brought to light yesterday. Kate Nugent, the female prisoner, who attempted to burn herself by setting fire to her bed, the discovery of which action on her part caused Purdy to drop dead, is the daughter of a former politician of Manhattanville, who was at one time in very comfortable circumstances but becoming addicted to drink was reduced to great poverty. Kate has for the past four years been spending a very debauched life and has served repeated terms in the Penitentiary. On Saturday last she was released; but no sooner did she find herself free than she became drunk, and was again sentenced, on Sunday morning, for a term of two months. She has since manifested a dejected disposition, and has made repeated endeavors to put an end to her life.

WESTCHESTER TOWN ELECTIONS.

The elections for town officers in the twenty two towns of Westchester County took place yesterday. In consequence of the late hour at which the votes in most of the towns were counted but little reliable information could be gathered last evening in regard to the result. In the town of Bedford, Moses W. Fish, Republican incumbent, is reported to have been re-elected Supervisor. In Cortlandtown, the Democrats, it is believed, have re-elected Coffin S. Brown for Supervisor. In the town of Lewisboro', Mr. J. C. Holmes, the present Republican Supervisor, is said to be re-elected. In Mamaroneck, Mr. Charles H. Birney, present Republican Supervisor, is reported re-elected. In the town of Newcastle, Mr. Francis M. Carpenter, Liberal Republican, is reported to be re-elected. In the town of New-Rochelle, Mr. George B. Ackerman, Democrat, is reported to be elected by a handsome majority. In North Salem, Odle Close, Republican, who has represented the town for many years, is re-elected without opposition. In Pelham, Mr. A. Hyatt, the present Democratic incumbent, is reported to be re-elected by a small majority. In the town of Poundridge, Mr. Miles Adams, Democrat, is re-elected Supervisor without opposition. In the town of Somers, Mr. Thaddeus Crane, Democrat and Union candidate, is elected Supervisor, having no opposition. In the town of West Chester there was a sort of triangular fight between Mr. J. M. Furman, the Reformers' and Taxpayers' candidate, Hugh Larney and Truman P. Hyde, Democrats. Mr. Hyde was first nominated by the Democrats, and subsequently Mr. Larney was substituted for him, thus creating a bitter strife between the two last named. The result of the canvass was not ascertained in time for this issue.

STRIKE OF THE BROWN-STONE RUBBERS.

THE PRESIDENT OF THE EAST SIDE ASSOCIATION ARRESTED FOR ASSAULT—PROBABLE BREAKING UP OF THE UNIONS.

The brown-stone rubbers remained on strike yesterday, and as the association which directed the movement claims to be provided with an extensive fund, it is probable that the strikers will maintain the "lock-out" until their money is all expended. Owing to the small amount of building going on their employers will not lose by this action. Nearly all of the brown-stone finishers visited by a TIMES reporter yesterday stated that they had very few contracts on hand, and did not anticipate any extensive orders this season. The men on strike are the employes of Messrs. John Russel, D. McMasters, Brown & Forbyce, James Gillies, James Blackhurst, Wilson & Mulligan, Charles Hubert, and John Edwards. All of these firms express their intention to insist on an increase in the working time from eight to nine hours. Messrs. Hugh Young, and Tate & Osborne have been working their men ten hours a day for several months. The wages paid by the latter firm are $2 50 per day to rubbers and from $3 to $4 to stone-cutters. They employ at present seventy men, none of whom belong to the society. Their employes have been unmolested until on Monday night, when, as four of the workmen were going homeward from the yards, they were assaulted at the corner of Second avenue and Ninety-second street by James Myers, the President of the East Side Rubbers' Society, and eleven others. John Kenney, one of the non-society men, was knocked down by Myers and badly beaten about the head. Myers was arrested and locked up in the Twenty-third Precinct Station-house over night, and yesterday was held by Justice Waudell in default of $1,000 bail, for trial in the Court of General Sessions. The remainder of the party made their escape. On the same evening an employe in Charles Hubert's yard, at the foot of Seventy-ninth street, East River, was attacked and beaten, but escaped with slight bruises. Mr. Osborne, of the firm of Tate & Osborne, foot of Ninety-second street, East River, stated yesterday that since his firm had commenced employing non-society men their business relations with their employes were more agreeable than for years before. They made agreements with their workmen satisfactory to both parties, and when they had large contracts on hand they were not hampered by the threatened infliction of exorbitant fines by the arrogant officers of trades unions if they saw fit to keep men at work beyond the term of ten hours. In the latter emergency, he said, of course the firm paid their employes for over-time. The employes of Michael Ryan, foot of Forty-ninth street, East River, in accordance with instructions from their employer, have not complied strictly with the rules of the East Side Society, and on Saturday last a fine of $20 was imposed on each of the delinquents. A committee was appointed to collect the amount, but they were met by Mr. Ryan, who had made up his mind to put a stop to the imposition. Part of his employes left, but the majority preferred to forego the benefits of membership in the society, and remained. It is thought by the boss stone-cutters that the strike will be of short duration, and that with its termination will be the abolition of trades unions in that business. A large number of non-society men have recently arrived from Boston, and the places of the strikers were readily filled.

THE BLACK HILLS.

AN ORDER FROM GEN. SHERIDAN TO BE ISSUED TO-DAY.

CHICAGO, March 30.—An order will be issued from Gen. Sheridan's head-quarters to-morrow, inclosing a communication from the Interior Department, in relation to the Black Hills country. After referring to the appointment of a geologist to explore that region, and to the desire of the Government to extinguish the Indian title, if gold exists there, the Secretary says that the Department of the Interior has recently obtained information leading to the belief that the trespassers now in the country will endanger the success of any negotiations. He therefore requests that the Military Department notify those interlopers to leave immediately, and to inform them that a refusal to do so will lead to their expulsion by military force.

THE CARE OF REAL ESTATE.

HOW TO ESCAPE ITS PERPLEXITIES.

In times of stringency real estate often becomes very heavy. Tenants are troublesome; some clear out at short notice, or no notice at all; others are delinquent almost beyond endurance, presenting the question, "Shall these people be ejected at once, in hopes of securing better, with a chance that the property will afterward remain unoccupied?" If not this, the landlord is often called gravely to consider, "What concession is it advisable to make, or how far am I warranted in heeding applications for repairs or improvements?" These, and a thousand other questions like them, might well drive many a landlord to distraction. In truth, few who own real property to any considerable extent attempt to give it immediate personal attention. The cares and demands which inevitably arise require "professional treatment;" they are too complicated and exacting for the man of ordinary mental calibre, unless, all other business being laid aside, he makes this particular subject a specialty. The single matter of looking after assessments, watching the tax bills, &c., makes large demands on time and patience. Then, as to insurance, if constant vigilance is not observed as to renewals, form of policy, &c., the owner of buildings may pick up the newspaper any day to find himself ruined. For these and other reasons the heavy tax-payer generally finds that he must employ an agent; this resource is almost inevitable. But here new troubles arise, perplexities increase, the situation is aggravated. At least this is often the sorrowful experience. The agent is observed to be running up bills with all sorts of mechanics, for the sake of "commissions," or if not this, he is a little tricky in his collections and payments. In a thousand ways money slips through his fingers, so that the investment nets a paltry percentage. What shall be done? Occasionally a smart lawyer, with his assistants, can help the wretched man out of the slough, but here again expenses roll up with new terrors. Possibly the miserable owner finds that he must go to Europe for his health, or go into the country, or retire in some other way. Still, a sort of avenging Nemesis ever pursues, and no rest comes this side of the grave. In an emergency like this, a gentleman standing high in business circles, who is familiar with transactions of all sorts connected with real estate, and possessing those two essential requisites, integrity and capacity, comes to the rescue. We refer to Charles E. White, real estate broker, agent for estates, No. 4 Park place, whose success in the various departments of his profession is the surest guarantee of his attention to the best interests of his patrons. "Careful, judicious, economical," is the motto under which he conducts whatever may be intrusted to his management; and all who are seeking a trustworthy "Agent for Estates," and would place the care of their property in all its details in well-tried hands, will do well to call on Mr. White. Renting, collecting, paying of taxes, and all matters of insurance a specialty.

Reference: Cyrus Curtis, Esq., L. N. Fuller, Esq., William H. Arnoux, Esq., and others, including gentlemen who intrust to Mr. White extensive and valuable interests, sometimes confiding to his management properties which are not seen by the owner for years in succession.—*Commercial Advertiser.*

CONNECTICUT ON THE ILLINOIS BISHOPRIC.

NEW-HAVEN, Conn., March 30.—At a meeting of the Standing Committee of the Diocese of Connecticut, held in this city, yesterday, Rev. James Stoddard Deacon, Assistant Minister in Trinity Church, was recommended to the Bishop to be ordained to the priesthood. Consent to the consecration of Rev. Thomas A. Jaggar, D. D., Bishop-elect of Southern Ohio, was refused, and consent to the consecration of Rev. James DeKoven, D. D., Bishop-elect of Illinois, was also refused.

THE WEEKLY TIMES.

THE NEW-YORK WEEKLY TIMES, published THIS MORNING, contains:

A FULL EXPO

FINANCIAL.

VERMILYE & CO.
BANKERS,
16 and 18 Nassau st., New-York.

DEALERS IN ALL ISSUES OF GOVERNMENT SECURITIES,
NEW-YORK CITY
AND BROOKLYN BONDS.
BUY AND SELL ON COMMISSION
RAILWAY STOCKS, BONDS, AND GOLD.

INTEREST ON DEPOSITS.

WASH'N E. VERMILYE, JAS. A. TROWBRIDGE — DONALD MACKAY, LATHAM A. FISH

THE SUNDAY EDITION OF THE TIMES.
NEXT SUNDAY'S TIMES
WILL CONTAIN
THE CONTINUATION OF MR. WILLIAM BLACK'S NEW STORY,
THE MARRIAGE OF MOIRA FERGUS.
THE BEST PAPER FOR ADVERTISERS.

[Copy of Circular Letter.]
THE CHATTANOOGA FOUNDRY AND MACHINE WORKS,
MINING AND MANUFACTURING COMPANY.
(Late Webster & Marks and Thomas Webster, Chattanooga, Tenn.)

Incorporated under a charter granted by the State of Tennessee; capital, $500,000, in 5,000 shares of $100 each, with power to increase to $1,000,000.

Subscribed capital, $150,000, in 1,500 shares of $100 each, fully paid up.

This company is formed for the purpose of acquiring and extending the established business and works of Webster & Marks, well known as Thomas Webster's Foundry and Machine Works, situated at Chattanooga, Tenn., established in 1857, for building every description of foundry, mechanical, and engineering requirements, and for the purpose of purchasing or leasing mineral lands and erecting works thereon.

The works are substantially erected on about five acres of land, all of which is freehold, and are situated in a most eligible position for making all kinds of castings and machinery, in the centre of the coal, iron, and mining districts of Tennessee, Georgia, and Alabama, and surrounded by at least twenty pig-iron furnaces in those States. They are located above high water in the centre of the city, and connected by a side-track with all the lines of railroad centring in Chattanooga.

These works have been most successfully carried on by Mr. Thomas Webster, are in full operation, and comprise a large and well-equipped foundry, connected with the machine shops by a narrow-gauge track, and contain one of Scott's English patent gear-wheel molding machines. The machine shop, the largest in the entire South, is fully equipped with the best and most modern improved machinery, consisting of lathes, planers, boring mills, drill presses, &c. The pattern shop is fitted up with all the necessary tools and machinery for making patterns. The large blacksmith and boiler shops are fully equipped.

The stock on hand is of recent purchase, and all in good working condition. There is also a large and valuable amount of patterns for furnace and mining machinery, peculiarly adapted to this country, and for the building of narrow-gauge locomotives. The works are well supplied with orders, and the opening and development of new iron ore deposits and other mineral properties in the neighboring country, with a rapidly increasing population, combine to increase the demand for machinery of all descriptions.

The works will be transferred to the new company in full working condition, with all beneficial contracts, and will include the whole of the land and buildings thereon, together with the modern and valuable plant, machinery, fittings, siding, and good will.

The entire purchase of the works to the company will be $120,000; $60,000 in cash and $70,000 in 700 ordinary shares of $100 each, fully paid up.

The estimate on which this sum is based is from a carefully made valuation of freehold land, buildings, machinery, plant, patterns, fixtures, siding, and good will.

The directors and officers of this company will be appointed at the first meeting of the stockholders, of which due notice will be given.

Each application for shares must be accompanied by a payment of $10 per share on application.

Should no allotment be made the deposit will be returned without deduction.

Prospectus, copy of charter, and forms of applications for shares may be procured from the Secretary, (pro tem.) at the offices of the company at the works, or of Griggs & Carleton, Financial and Business Brokers, No. 98 Broadway.

(Here follows the charter, which is very full in its grant of manufacturing and mining franchises.)

OPINION OF COUNSEL UPON VALIDITY OF CHARTER.
[COPY.] CHATTANOOGA, Tenn., Jan. 19, 1875.
Thomas Webster, Esq.
SIR: We have examined the accompanying copy of charter of "The Chattanooga Foundry and Machine Works, Mining and Manufacturing Company," with a view to ascertain its validity &c., and have come to the conclusion that the charter was regularly obtained and is legal. Under it the company or corporation may safely organize and invest their money or other capital. All the powers enumerated in said charter are consistent with the Constitution of the United States and of the State of Tennessee; and they would be enforced in the courts of the country in law and in equity. Respectfully,
(Signed,) TREWHITT, GASKILL & TREWHITT,
Attorneys.

AGENCY OF
Merchants' Bank of Canada,
NO. 62 WALL ST.

Capital.....$9,000,000 Gold
Paid up.....7,907,706 Gold

BILLS OF EXCHANGE BOUGHT AND SOLD, COMMERCIAL CREDITS GRANTED, DRAFTS ON CANADA ISSUED, BILLS COLLECTED, AND OTHER BANKING BUSINESS TRANSACTED.

ALTER WATSON, } Agents.
WM. J. INGRAM.

LONDON AGENCY, NO. 32 LOMBARD ST.

HANNIBAL AND ST. JOSEPH RAILROAD COMPANY.

Sealed proposals, addressed to Wm. H. Swift, at Messrs. Ward, Campbell & Co.'s, No. 56 Wall st., New-York, or to the undersigned, Trustees, care of Charles Merriam, Agent, No. 26 Sears Building, Boston, will be received until FRIDAY, April 2, 1875, at noon, for the sale of $50,000 of the Land Bonds of said company to the undersigned Trustees, in accordance with the provisions of the indenture of mortgage, dated April 1, 1868.

The bids will be opened in Boston on Saturday, April 3, and the accepted bids declared.

WILLIAM H. SWIFT,
SIDNEY BARTLETT,
MARSHALL THAYER, } Trustees.
NEW-YORK, March 29, 1875.

OFFICE OF THE SECOND AVENUE RAILROAD COMPANY,
NEW-YORK, March 19, 1875.

THE ANNUAL MEETING OF THE STOCKholders of the Second Avenue Railroad Company, for the election of Directors and Inspectors of Election for the ensuing year, will be held on MONDAY, April 5, 1875, at the office of the company, corner of 2d av. and 63d st.

Polls open at 12 M. and close at 1 o'clock P. M.

The transfer-books will be closed March 25, and be reopened April 6.

HARVEY H. WOODS, Secretary.

MARIPOSA LAND AND MINING COMPANY.

Persons holding certificates of the Preferred and Common Stock in the Mariposa Land and Mining Company will please take notice that an assessment of one dollar per share has been levied, payable on or before April 14, 1875, at the principal office in San Francisco, or at No. 9 Nassau st., New-York; indorsement will be made upon the certificates when paid. For full particulars inquire at the office.

MORRIS H. SMITH, Assistant Secretary.
NEW-YORK, March 23, 1875.

OFFICE OF THE UNITED STATES ROLLING STOCK CO.,
Nos. 74 AND 76 WALL STREET,
NEW YORK, March 8, 1875.

AN ADJOURNED MEETING OF THE STOCKholders of this Company will be held at its offices, Nos. 74 and 76 Wall street, at noon of WEDNESDAY, the 21st day of April, 1875, to receive the report of the commissioners appointed at the meeting of Feb. 4, and for the transaction of such other business as may be brought before the meeting.

WM. R. GUION, Chairman.
A. HEGEWISCH, Secretary.

PARK FIRE INSURANCE COMPANY,
No. 170 BROADWAY,
NEW-YORK, March 22, 1875.

THE ANNUAL ELECTION FOR FIFTEEN (15) Directors of this company will be held at the office on MONDAY, 5th April next. Poll open from 12 M. until 1 P. M.

WILLIAM VALENTINE, Secretary.

ROBERT WINTHROP & CO.
BANKERS AND BROKERS,
NO. 28 WALL ST.,
Execute orders for STOCKS, BONDS, and GOLD, allow interest on DEPOSITS, and transact a general Banking and Brokerage business.

$11,000.—$6,000 CASH AND $5,000 to remain on first mortgage, will buy a handsome home in the country, well furnished; gas, range, &c.; cost owner $16,000; lease and furniture; picture furnished. Address OWNER, Lock-box No. 28, Sing Sing, N. Y.

THE BONDHOLDERS OF THE WEST WISCONSIN RAILWAY COMPANY are requested to call at or communicate with the office of the company, No. 74 Broadway, in relation to the proposed plan of funding the coupons as recommended by the Committee of Bondholders.

F. E. TROWBRIDGE, Secretary.

SEVEN, 8, AND 10 PER CENT. CHOICE City bonds and other A 1 investment securities our specialty 23 years, paying 10 to 15 per cent; interest promptly paid; for sale by us or sent on approval. ALBERT H. NICOLAY & CO., Stock Brokers and Auctioneers, No. 43 Pine st., New-York.

ELIZABETH CITY BONDS DUE APRIL 1 will be paid on presentation, on and after that day, at the Farmers' Loan and Trust Company.

Bonds of this city of Elizabeth for sale at the office of W. B. Meeker & Co., No. 29 Wall st.

HENRY AITKEN, Financial Agent.

DEFAULTED RAILROAD BONDS A SPECIALty, and bought by the old-established house of ALBERT H. NICOLAY & CO.,
Stock Brokers and Auctioneers,
No. 43 Pine st., New-York.

MINNESOTA STATE 7 PER CENT. DEFERRED BONDS, for sale by
ALBERT H. NICOLAY & CO.,
No. 43 Pine st., New-York.

BROWN BROTHERS & CO.,
NO. 59 WALL ST.,
ISSUE COMMERCIAL and TRAVELERS' CREDITS AVAILABLE in all PARTS of the WORLD.

ATLANTIC, COMMERCIAL, UNION, NEW-York, and Orient Marine Insurance Scrips wanted by WILLIAM C. GILMAN, No. 46 Pine st.

MONEY TO LOAN ON MORTGAGE IN New-York City, in sums of $20,000 or upward by LESPINASSE & FRIEDMAN, No. 3 Pine st.

DIVIDENDS.

ATLANTIC AND PACIFIC RAILROAD COMPANY,
No. 3 BROAD ST., NEW-YORK, March 29, 1875.

THE REGULAR QUARTERLY DIVIDEND of ONE AND A QUARTER PER CENT. on the capital stock of the Pacific Railroad (of Missouri) will be paid at the office of the Atlantic and Pacific Railroad Company, Drexel Building, April 20, to stockholders of record April 1. The transfer books will be closed at the close of business on April 1, and remain closed until the morning of April 21. CLINTON B. FISK, Treasurer.

OFFICE CENTRAL RAILROAD COMPANY OF NEW-JERSEY, No. 119 LIBERTY ST.,
NEW-YORK, March 29, 1875.

DIVIDEND.—THE USUAL QUARTERLY DIVIDEND of Two and a Half Per Cent. has this day been declared, payable on Tuesday, April 20, next, at this office.

The transfer-books will be closed from Saturday, the 3d, to Thursday, the 22d prox.

SAMUEL KNOX, Treasurer.

ATLANTIC AND PACIFIC RAILROAD COMPANY,
TREASURER'S OFFICE, No. 3 BROAD ST.,
NEW-YORK, March 30, 1875.

THE COUPONS ON FIRST MORTGAGE Bonds Pacific Railroad, (of Missouri,) Carondelet Branch, and the coupons on Land Debentures of the Atlantic and Pacific Railroad Company, due April 1, will be paid at the office of this company.

CLINTON B. FISK, Treasurer.

NEW-YORK, March 30, 1875.

NOTICE.—THE COUPONS OF THE INCOME bonds of the Chicago and Alton Railroad Company, and first mortgage bonds of the St. Louis, Jacksonville and Chicago Railroad Company, maturing April 1, 1875, will be paid on and after that date at the office of Messrs. M. K. JESUP, PATON & CO., No. 52 William st., New-York.

OFFICE OF THE HOUSTON AND TEXAS CENTRAL RAILROAD COMPANY, No. 52 WALL ST.,
NEW-YORK, March 25, 1875.

THE COUPONS DUE 1ST OF APRIL, 1875, on consolidated bonds, will be paid at the National City Bank.

W. M. RICE, Financial Agent.

OFFICE OF THE NEW-YORK, PROVIDENCE AND BOSTON RAILROAD COMPANY, (STONINGTON RAILROAD,)
NEW-YORK, March 25, 1875.

A QUARTERLY DIVIDEND OF TWO AND A Half per Cent. out of the earnings of the last three months will be paid at the office of Messrs. M. Morgan's Sons, No. 39 William st., on the 10th day of April next. Transfer-books will be closed from the 5th to the 12th of April.

F. B. NOYES, Secretary.

DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY,
NEW-YORK, March 26, 1875.

THE ANNUAL QUARTERLY DIVIDEND OF Two and a half per cent. will be paid by this Company, April 20. The transfer books close March 31 and open April 21, 1875.

FREDERICK H. GIBBENS, Treasurer.

CORNER WALL AND BROAD STS.,
NEW-YORK, March 27, 1875.

LOUISVILLE AND NASHVILLE RAILROAD CONSOLIDATED MORTGAGE BONDS.—Coupons from above bonds due 1st of April prox. will be paid upon presentation at our office on and after that date.

DREXEL, MORGAN & CO.

THE BONDS AND COUPONS OF OSWEGO County, New-York, due April 1, 1875, formerly payable at the Atlantic National Bank, New-York, will be paid on presentation at the Importers' and Traders' National Bank of New-York.

JOHN C. COLLINS,
Treasurer Oswego County.

THE COUPONS OF THE FIRST MORTGAGE Bonds of the CENTRAL PACIFIC RAILROAD COMPANY, (San Joaquin Valley Branch,) due April 1, 1875, will be paid at office of Fisk & Hatch, No. 5 Nassau st.; the coupons of the Central Pacific Railroad Company Land Bonds, due April 1, 1875, will be paid at the office of the Company, No. 9 Nassau st. and No. 11 Pine st., New-York.

C. P. HUNTINGTON.

THE COUPONS OF THE FIRST MORTGAGE Bonds of the SOUTHERN PACIFIC RAILROAD COMPANY, (of California,) due April 1, 1875, will be paid at the office of the Company, No. 9 Nassau st. and No. 11 Pine st., New-York.

C. P. HUNTINGTON.

THE KOOKUK AND DES MOINES RAILway Company.—The coupons of this company, due April 1, 1875, will be paid on and after that date at the National Bank of the State of New-York, No. 33 William st.

HENRY A. BARLING, Treasurer.
NEW-YORK, March 24, 1875.

SAVINGS BANKS.

UNION DIME SAVINGS BANK,
Nos. 396 and 398 Canal st., corner Laight.
Open daily from 10 to 3, and Monday evenings 5 to 7.
Assets, over Eleven Million Dollars.
Surplus, One Million Dollars.
SIX PER CENT. INTEREST ALLOWED.
Money deposited now will draw interest from April 1.
G. S. CHAPIN, Treasurer. | N. J. HAINES, President.
T. S. ARMOUR, Secretary.

BOND STREET SAVINGS BANK.
ORGANIZED 1860.
BOND ST., corner BOWERY; OPEN DAILY.
Deposits from $1 to $5,000 received.
Money deposited now will draw interest as from April 1
HARRISON HALL, President.
C. D. BAILEY, Treasurer.
JOSEPH P. COOPER, Secretary.

IRVING SAVINGS INSTITUTION
NO. 96 WARREN ST., NEW-YORK.
SIX PER CENT. INTEREST allowed on all sums.
Money deposited now draws interest from April 1.
Bank open daily from 10 A. M. to 3 P. M.
WALTER W. CONCKLIN, President.
VANDERBILT L. BLYTON, Secretary.

EQUITABLE SAVINGS INSTITUTION,
Corner 6th av. and 12th st.
Money deposited at any time will commence to draw interest on the first day of the following month.
Interest paid Jan. 1, 1875, at the rate of
SEVEN PER CENT. PER ANNUM.
GEORGE C. WALDO, Sec. JOHN E. DE WITT, Pres.
Bank open Monday, Wednesday, & Saturday evenings.

FRANKLIN SAVINGS BANK, CORNER 42D ST. and 8th av. Established in 1860. Open daily from 10 to 3; Saturday and Monday evenings from 5 to 8. Interest 6 per cent., commencing the first of every month.

AUCTION SALES.

WILSON H. BLACKWELL, Auctioneer.

NOTICE IS HEREBY GIVEN THAT THE undersigned, as Assignee in Bankruptcy of DAVID P. WEBSTER, CHARLES C. LEWIS, and JAMES P. WEBSTER, will sell, by Blackwell & Utley, auctioneers, at public auction, on the premises now or formerly occupied by the New-York Lead Smelting Company, corner 21st street, between Jane and Horatio streets, on April 8, 1875, at 10:30 o'clock in the forenoon, one five-horse power steam engine, three blowers, and a quantity of old iron and zinc. And will also sell at public auction, at the Exchange Sales-room, No. 111 Broadway, New-York City, by the same auctioneers, on April 9, 1875, at 12 o'clock noon, 3,000 shares, being the entire capital stock of the New-York Lead Smelting Company. Dated March 23, 1875.

GEORGE W. PLATT, Assignee,
No. 20 Maiden lane, New-York.

FOR SALE.—THE ENTIRE STOCK OF THE LATE firm of Jessup & Co., consisting of fine
READY-MADE CLOTHING,
all manufactured by them within the last ten months, FURNISHING GOODS AND PIECE GOODS.

Also, the fixtures in store No. 256 Broadway, and the notes and accounts outstanding.

The goods are now ready for examination. Sealed bids will be received till
THURSDAY, April 1, at 2 P. M.,
at the store of the late firm, addressed to
CHARLES ABERNETHY,
Trustee in Bankruptcy.

BANKRUPT NOTICES.

IN BANKRUPTCY.—IN THE DISTRICT COURT of the United States for the Southern District of New-York.—In the matter of NELSON ALVORD, Jr., and HENRY R. DOWNS, bankrupts.—Notice is hereby given that a petition has been filed in said court by Nelson Alvord, Jr., in said district, duly declared a bankrupt; payment to him or for his use and delivery of his property and rights attached thereto, and the transfer of any property by him are forbidden by law; that a meeting of the creditors of the said bankrupt, to prove their debts, and to choose one or more assignees of his estate, will be held at a Court of Bankruptcy, to be holden at No. 345 Broadway, in the City of New-York, before John Fitch, Register, on the twelfth day of April, A. D. 1875, at two o'clock P. M.—Dated March 19, 1875.

OLIVER FISKE,
United States Marshal, Southern District of New-York, as Messenger.

THIS IS TO GIVE NOTICE that on the 30th day of March, A. D. 1875, a warrant in bankruptcy was issued against the estate of LORENZO D. ROUDEBUSH, of the City of New-York, in the County of New-York, and State of New-York, who has been adjudged a bankrupt on his own petition; that the payment of any debts and delivery of any property belonging to such bankrupt to him or for his use, and the transfer of any property by him are forbidden by law; that a meeting of the creditors of the said bankrupt to prove their debts and to choose one or more assignees of his estate, will be held at a Court of Bankruptcy, to be holden at No. 4 Warren street, in the City of New-York, in said district, before Isaiah T. Williams, Esq., Register, on the 13th day of April, A. D. 1875, at twelve o'clock M.

OLIVER FISKE,
United States Marshal, as Messenger, Southern District of New-York.

IN THE DISTRICT COURT OF THE UNITED States for the Southern District of New-York.—In the matter of McCULLOUGH'S LEAD COMPANY, bankrupt.—In Bankruptcy.—Notice is hereby given that the undersigned, assignee of McCullough's Lead Company, bankrupt, will sell at public auction on Thursday, the 8th day of April, 1875, at 11 o'clock in the forenoon, at No. 60 Duane street, corner of Elm street, in the City of New-York, by David B. McCullough, auctioneer, all the stock of goods, store fixtures, and machinery lately the property of said bankrupt, consisting of lead pipe, shot, reels, kegs, office furniture, &c., &c., and one lead pipe machine, in good order.—New-York, March 16, 1875.

JAMES McCULLOUGH, Assignee.
mch17-law3wW*

UNITED STATES DISTRICT COURT FOR the Southern District of New-York.—In the matter of LEONARD F. REQUA, bankrupt.—Notice is hereby given that I, the undersigned, in pursuance of an order of the court, granted the 24th day of March, will sell at public auction to the highest bidder, by William S. Mount, auctioneer, at No. 2 Broadway, in the City of New-York, on WEDNESDAY, March 31, at 11 o'clock in the forenoon, all the machinery, fixtures, and manufactured and unmanufactured stock, consisting of burlaps and bags, &c., belonging to the estate of L. F. Requa, bankrupt.

Terms of sale, cash.

CHARLES H. CURRIER, Assignee.
NEW-YORK, March 25, 1875.

SITUATIONS WANTED.

FEMALES.

THE NEW UP-TOWN OFFICE OF THE TIMES.

THE TIMES has established a new Up-town Branch Office for the sale of papers, the reception of advertisements and subscriptions, and the transaction of any business in connection with the paper. It is located at

No. 1,257 Broadway, between 31st and 32d sts.,

and is open daily, Sundays included, from 4 A. M. to 9 P. M.

ADVERTISEMENTS RECEIVED UNTIL 9 P. M.

THE SUNDAY EDITION OF THE TIMES.
NEXT SUNDAY'S TIMES
WILL CONTAIN
THE CONTINUATION OF MR. WILLIAM BLACK'S NEW STORY,
THE MARRIAGE OF MOIRA FERGUS.
THE BEST PAPER FOR ADVERTISERS.

AT PELTON & CO.'S, NO. 645 6TH AV., near 38th st., (formerly with Bedell,) employers will find a large number of very superior servants, Protestants and Catholics, male and female, City and country.

AT BOOKHAM'S, NO. 307 4TH AV., NEAR 33D ST.—Parties wanting help, and help wanting situations, call immediately; English, French, German, Irish; &c; cooks, laundresses, nurses, waitresses, chambermaids, house-workers, those lately landed.

AT JACQUIN'S BUREAU, NO. 621 6TH AV., between 38th and 37th sts., first floor, can be engaged first-class servants of all nations, males and females.

COMPANION.—A YOUNG LADY OF TACT AND intelligence wishes a situation as companion with a lady intending to visit Europe; moderate salary. Address E., Box No. 85 Milburn, N. J.

COMPANION.—A YOUNG LADY WHO HAS met with reverse of fortune wishes to be a companion to a lady; no objection to travel; references given if required. Address H., *Times* Office.

CHAR-WOMAN.—BY A RESPECTABLE WOMAN to go out to do day's work for respectable families. Apply at No. 137 7th av., between 18th and 19th sts.

CHAMBER-MAID AND WAITRESS.—BY A young English girl; has first-class City reference, and will endeavor, by being faithful in the discharge of her duties, to merit a good home; no objection to the country. Call at No. 106 6th av., between 8th and 9th sts.

CHAMBER-MAID AND WAITRESS, OR will do the Fine Washing.—By a neat, industrious young woman, who is a tidy, careful chamber-maid; also a good waitress; is a good family laundress; has best recommendations. Call at Carpenter's, No. 138 West 11th st., corner 6th av.

CHAMBER-MAID AND LAUNDRESS—ALSO Ca Head Laundress.—By two American Protestant women; City or country; hotel or institute, (for linen-room or store-room, &c.); together or sep rate; have good references for capacity, correctness, &c. Can be seen at the Home Bureau, No. 138 6th av.

CHAMBER-MAID.—BY A YOUNG GIRL, WITH can elderly lady; can do chamber-work and sewing; is very willing, and highly recommended; City or country. Call at No. 621 6th av., between 36th and 37th sts.

CHAMBER-MAID, &c., SEAMSTRESS, &c.—By two competent, respectable girls (Protestants,) one as chamber-maid and to do fine washing, the other as seamstress and to assist in chamber work. Call at No. 321 West 41st st.

CHAMBER-MAID.—BY A RESPECTABLE YOUNG girl as chamber-maid and waitress in a private family; no objection to private boarding-house; City reference if required; willing and obliging. Apply at No. 339 East 22d st., third floor, front.

CHAMBER-MAID.—BY A NEAT, TIDY YOUNG girl as chamber-maid or waitress; has best of City reference; four years in her last place, and the lady can be seen. Call at No. 202 East 43th st., between 2d and 3d avs.

CHAMBER-MAID.—BY A RESPECTABLE PROTestant woman, as chamber-maid; is willing to assist in the laundry or pantry; understands fine muslins, and fluting in all its branches; best City references. Address by note, M. S., No. 7 West 35th st.

CHAMBER-MAID.—BY A NEAT AMERICAN girl, for chamber-work and sewing or chamber-work and care children; is careful, sober, and obliging; City or country; City reference. Call at 203 West 27th st.

CHAMBER-MAID, &c.—BY A YOUNG PROTESTant girl as chamber-maid or chamber-maid and waitress; is very respectable, willing, and obliging. Call at No. 104 East 36th st., present employer's.

CHAMBER-MAID.—BY A YOUNG GIRL TO DO Ochamber-work or house-work in a private family; no objection to the country for the Summer. Call or address No. 672 3d av., top bell.

CHAMBER-MAID.—BY A RESPECTABLE YOUNG Protestant woman, lately landed, as chamber-maid, or would make herself generally useful. Call at No. 819 East 32d st.

CHAMBER-MAID AND WAITRESS.—BY A German young woman; is fully competent, and has excellent City reference. Apply at No. 131 East 13th st., between 3d and 4th avs.

CHAMBER-MAID.—BY A RESPECTABLE GIRL as chamber-maid and waitress, or would assist with the washing; best City reference. Apply at No. 159 East 28th st.

CHAMBER-MAID.—BY A YOUNG GIRL AS Ochamber-maid, and who is willing to assist with children. Call at No. 52 East 34th st., from 11 to 2, for two days.

CHAMBER-MAID.—BY A NORTH GERMAN GIRL as chamber-maid, and to do sewing in a private family; City references. Call or address, No. 258 West 41st st.

CHAMBER-MAID.—BY A YOUNG GIRL AS Ochamber-maid, or would assist in waiting; no objection to a private boarding-house; best City reference. Call at No. 331 West 26th st., third floor.

CHAMBER-MAID.—BY A NEAT, ACTIVE young woman as chamber-maid and waitress or chamber-maid and sewing; best City reference. Call at No. 205 West 27th st., near 7th av.

CHAMBER-MAID.—BY A COMPETENT YOUNG Cgirl as chamber-maid and waitress, or will assist with washing and ironing; good City reference. Call at No. 163 West 56th st.

CHAMBER-MAID.—BY A RESPECTABLE YOUNG girl as chamber-maid or assist with waiting. Can be seen for two days at No. 338 East 24th st., second floor, back.

CHAMBER-MAID.—BY A RESPECTABLE Cyoung girl as chamber-maid and waitress; best City reference. Apply at No. 156 West 28th st.

CHAMBER-MAID.—BY A RESPECTABLE GIRL Cas chamber-maid and waitress; has excellent reference. Call at No. 222 West 36th st.

CHAMBER-MAID.—BY A RESPECTABLE Cyoung girl as chamber-maid and waitress; City reference. Call for two days at No. 308 East 32d st.

COOK &c.—CHAMBERMAID, &c.—BY TWO well-experienced young women who understand their duties thoroughly; cook makes soups, bread, biscuits, &c., in superior style; chambermaid is industrious and well-mannered, and a good seamstress; objection to the country; both have best recommendations. Call at Carpenter's, No. 138 West 11th st., corner 6th av.

COOK.—BY A THOROUGHLY COMPETENT WOMAN who understands her business in every branch; cooks meats, fish, game, poultry, &c., in superior style; is also an excellent baker and pastry cook; no objection to the country; has very best reference. Call at Carpenter's, No. 138 West 11th st., corner 6th av.

COOK.—BY A NEAT YOUNG WOMAN AS COOK; can get up a nice family dinner; is a good baker; would not object to do a part of the washing; can furnish excellent references from her last place. Call at French Bureau, No. 621 6th av., between 36th and 37th sts.

COOK AND HOUSE-WORK.—BY TWO PROTestant sisters; together or separate; City or country; one is a good cook and competent washer and ironer; one is a good house-maid, waitress, &c.; good references. Can be seen at the Home Bureau, No. 138 6th av., above 10th st.

COOK.—BY A YOUNG WOMAN AS FIRST-CLASS Cook; makes all kinds of soups, desserts, jellies, preserves, &c.; also, excellent bread and biscuit, pastry, creams, ices, &c.; can furnish undoubted reference. Apply at Odell's Agency, No. 109 West 34th st., corner Broadway.

COOK, WASHER, AND IRONER.—BY A respectable young woman as good family cook; makes nice soups, desserts, &c.; is also an excellent laundress, and can furnish undoubted reference. Apply at Odell's Agency, No. 109 West 34th st., corner Broadway.

COOK.—BY A FIRST-CLASS COOK FOR PRIVATE family; best of reference; willing to assist with washing; soups, bread, pastry, &c.; a willing, respectable woman, whose reference can be seen; City or country; understands milk and butter. Call at No. 106 6th av., between 8th and 9th sts., up stairs.

COOK.—BY A RESPECTABLE YOUNG ENGLISH Protestant woman as first-class cook in a private family; understands French, English, and American cooking in all its branches; excellent City reference. Apply at Bedell's, No. 340 4th av.

COOK.—BY A FRENCHWOMAN AS FIRST-CLASS Cook; thoroughly understands his business in cooking, baking, and pastry; best references; wages moderate; City or country. Address J., No. 621 6th av., between 36th and 37th sts., first floor.

COOK—HOUSE-WORK.—BY TWO SCOTCH Cgirls; Protestants; clean and hard-working girls; as cook and second girl; bread, biscuit, &c., and excellent laundresses; City or country. No. 106 6th av., between 8th and 9th sts., up stairs.

COOK AND HOUSE-WORK.—BY A GOOD, tidy colored girl; is an excellent cook, washer, and ironer, and general house-worker; has good references. Can be seen at the Protestant Home Bureau, No. 138 6th av.

COOK.—BY A GERMAN PROTESTANT WOMAN AS first-class cook; understands French, English, and German cooking in all its branches thoroughly, and has best City references. Apply at No. 131 East 13th st., between 3d and 4th avs.

COOK.—BY A FIRST-CLASS COOK; UNDERstands all kinds of soups, jellies, and desserts; good bread and biscuit baker; no objections to a private boarding-house; best references. Call at No. 249 West 33d st.

COOK.—BY AN ENGLISH WOMAN AS GOOD Cook; is a good bread and pastry baker and makes desserts; will do the coarse washing if required; no objection to go a short distance in the country; good City reference. Call at No. 160 Spring st.

COOK.—BY A PROTESTANT ENGLISH WOMAN Cas first-class cook; understands her business thoroughly; has good City reference; no objection to the country. Can be seen at No. 69 4th av., between 9th and 10th sts.

COOK, WASHER, AND IRONER.—BY A RECspectable young woman; is a good cook and laundress; willing and obliging; has excellent City reference. Call at No. 131 East 13th st., between 3d and 4th avs.

COOK.—BY A PROTESTANT WOMAN, AS GOOD Cook in a small family; City or country; excellent reference. Call at No. 471 6th av., hair store.

SITUATIONS WANTED.

FEMALES.

COOK.—BY A RESPECTABLE YOUNG WOMAN TO Cook, wash, and iron; in a private family; no objection to the country; good reference. Apply at No. 356 East 19th st., second floor.

COOK.—BY A RESPECTABLE YOUNG WOMAN AS first-rate cook; thoroughly experienced; is trustworthy, and has the best City reference. Call at No. 689 6th av., third bell.

COOK.—BY A MIDDLE-AGED WOMAN TO COOK, wash, and iron in a small family; no objection to the country. Call from 10 A. M. to 6 P. M. at No. 307 East 24th st., rear.

COOK.—BY A FIRST-CLASS COOK; UNDERSTANDS all kinds of soups, game, and pastry; good City reference. Call, for two days, at baker's store, No. 666 2d av., near 33d st.

COOK—WAITRESS.—BY TWO RESPECTABLE Cgirls; one as good cook, the other as waitress or chamber-maid; best of City reference. Call at No. 14 East 37th st.

COOK.—BY A PROTESTANT WOMAN AS FIRST-class cook; thoroughly understands cooking in all its branches; good reference. Call for two days at No. 161 West 27th st., at the dressmaker's.

COOK.—IN CITY OR COUNTRY BY A PROTESTant cook; is willing to assist in the washing; is a good baker, &c. Apply at Mrs. Whitfield's, No. 260 6th av., between 16th and 17th sts.

COOK.—BY A RESPECTABLE PROTESTANT WOMan, as cook in a private family; expert at all kinds of family cooking and desserts; excellent baker; best City reference. Call at 366 West 25th st., candy store.

COOK.—BY A COMPETENT WOMAN, AS COOK; understands soups, meats, and is a good baker; would like to go to the country for the Summer months; city references. Call at No. 897 8th av.

COOK.—BY A YOUNG WOMAN AS COOK AND Ccoarse washing; best references from her employer. Apply at No. 117 Greenwich av.; ring one bell.

COOK.—BY A FIRST-CLASS COOK; HAS FIRSTClass City references. Call or address No. 63 West 33d st.

COOK.—BY A YOUNG WOMAN AS FIRST-CLASS cook; would do the coarse washing; City reference from her last place. Call at No. 213 West 18th st.

COOK.—A RESPECTABLE GIRL, AS PLAIN COOK and assist at washing. Apply at No. 217 East 29th st., Room No. 3.

COOK.—BY A RESPECTABLE GIRL AS COOK; Cbest City reference. Call at No. 428 3d av., between 29th and 30th sts., in dry-goods store.

COOK, &c.—BY A RESPECTABLE GERMAN GIRL Cas cook, washer, and ironer; can make good bread; best City reference. Call at No. 323 East 20th st.

COOK.—BY A RESPECTABLE GIRL AS COOK; Chas first-class reference. Call at No. 361 West 25th st., from 11 to 4.

COOK.—BY A PROTESTANT SCOTCH COOK, with good references; will do washing. Can be seen at No. 1,233 Broadway, Bongrand's French Office.

COOK.—BY A COMPETENT COOK. CAN BE SEEN at present employer's, No. 57 West 38th st.

COOK.—BY A FIR-T-CLASS COOK; CAN BE SEEN Cat her present employer's, No. 57 West 38th st.

COOK.—BY A FIRST-CLASS FRENCH COOK IN A private family. Address 703 6th av., in the store.

DRESS-MAKING.—BY A FIRST-CLASS DRESSmaker, in all its branches; furnishes material for all kinds of family sewing; can operate on Wheeler & Wilson's machine; has a good knowledge of hair-dressing; reference given, or work can be seen. Apply at No. 283 3d av., in fancy store.

DRESS-MAKING.—A FEW MORE ENGAGEments by the day or week; is a good dress-maker; understands all kinds of family sewing; operates on Wheeler & Wilson's machine. Address No. 223 West 31st st.

DRESS-MAKING.—BY A FIRST-CLASS DRESSmaker, a few more customers by the day; can cut and fit, dress, &c. City reference. Call at No. 309 6th av., between 22d and 23d sts.

DRESS-MAKING.—BY A FIRST-CLASS DRESSmaker, the work of a few families by the day; first-class City reference. Apply at No. 213 6th av., near 14th st.

DRESS-MAKING.—A FIRST-CLASS DRESS AND cloak maker does a few more engagements by the day or week. Call at No. 49 West 30th st.

GET YOUR FIRST-CLASS COLORED SERvants, male and female, for every capacity, at the shortest notice, at Simms' select agency, 543 6th av.

HOUSE-WORK.—BY A YOUNG SWEDE GIRL (twelve years' reference) as general servant; is a good laundress and plain cook; makes bread, rolls, &c., and wants a steady place; speaks English fluently; City or country; understands milk and butter. Call at No. 106 6th av., between 8th and 9th sts., up stairs.

HOUSE-WORK.—BY A YOUNG GIRL TO DO general house-work in a private family; good washer and ironer; willing to go to the country for the Summer months; good City reference. Call on Wednesday and Thursday at No. 1,042 3d av., above 61st st.

HOUSE-WORK.—BY A RESPECTABLE YOUNG woman to do down-stairs work and ass st with the washing; best City reference. Call at No. 242 West 36th st.

HOUSE-KEEPER.—BY A WELL-EXPERIENCED German Protestant young woman, who is a thorough housekeeper; can take entire charge; is a good seamstress, or would take a position to travel with a lady to Europe; speaks English perfectly; has best recommendations from present employer. Call at Carpenter's, No. 138 West 11th st., corner 6th av.

HOUSEKEEPER, &c.—BY AN AMERICAN lady, to assist a lady in housekeeping, sewing, and cutting out garments; fully competent for hotel or linen-room. Call all the week at 537 East 120th st.

J. W. CARPENTER
Supplies employers in City and country with RELIABLE PROTESTANT FAMILIES AND SERVANTS OF ALL KINDS
At No. 138 West 11th st., corner 6th av.

LADY'S MAID.—BY AN AMERICAN AS LADY'S maid; can operate on Wheeler & Wilson's, or would take care of a grown child, or travel with a family going to Europe; understands dress-making; good City references. Call to-morrow, Wednesday, at No. 85 East 4th st., from 9 to 5 o'clock.

LADY'S MAID.—BY A FRENCH YOUNG WOman as lady's maid; understands dress-making and can operate; is also a good hair-dresser; good reference. Address B. E., Box No. 294 TIMES UP-TOWN OFFICE, NO. 1,257 BROADWAY.

LADY'S MAID.—BY A PROTESTANT ENGLISH Lady's maid, either for young misses or a middle-aged lady; is accustomed to travel and packing; keep the wardrobes and lady's room in order; seen at No. 1,233 Broadway.

LADY'S MAID.—BY A VERY NEAT YOUNG Cwoman, as lady's maid and seamstress; is a thorough hair-dresser and dress-maker; operates on machine; has excellent City references. Apply at Bedell's, No. 340 4th av.

LADY'S MAID.—BY A COMPETENT LADY'S Lmaid and seamstress; can cut and fit and do all kinds of family sewing and dress-making; hair-dresser; operator; best City reference. Call for two days at store, No. 1,224 Broadway.

LADY'S MAID.—BY A COMPETENT PERSON AS Lindy's maid and seamstress; underst

MR. BEECHER ON TRIAL.

THE ARBITRATION BETWEEN TILTON AND BOWEN.

Continued from Fourth Page.

end.

Mr. Beach—This is a very unusual mode, Sir, of examining witnesses.

Mr. Tracy (laughing)—I admit our mode is somewhat unusual.

Mr. Beach—Very well; if the gentleman's modes of examining witnesses are all unusual, he ought at least make them conformable to the proper rule that should govern such an inquiry.

Mr. Tracy—I will.

Mr. Beach—Well, do so.

Q.—I ask you what he left with you, and for what purpose he stated he left it with you? A.—He stated that I should show it to Mr. Bowen.

Q.—Did you see Mr. Bowen in pursuance of Mr. Tilton's request? A.—I did.

Q.—How soon after that conversation? A.—My impression is that it was the next night, but I am not quite clear about it.

Q.—Did you show him that personal statement? A.—I offered to show it to him, but my remembrance is that he said he had seen it and knew what it was.

Q.—Did you have a conversation with Mr. Bowen on the subject of Mr. Tilton's claim against him? A.—I did.

Q.—What was said between you?

Mr. Fullerton—Objected to.

The Court—I cannot take that.

Mr. Tracy—Why not, your Honor? The question is this, the witness has already testified that Mr. Tilton requested him to see Mr. Bowen, to see if he could be induced to settle his claim.

The Court—Well?

Mr. Tracy—And he says he went and saw Mr. Bowen in pursuance of that request, and had a conversation with him about the settlement of Mr. Tilton's claims against him.

The Court—That states precisely what you are at liberty to prove—a general summary of the facts.

Mr. Tracy—But when the plaintiff has constituted this witness his agent, they stand in the relation of principal and agent—

The Court—For that purpose?

Mr. Tracy—For that purpose, and it seems to me we are entitled to show what occurred between a principal and an agent.

The Court—Don't you see how utterly you will put a party at the mercy of a third person; Mr. Bowen or anybody else being applied to proceeds to make various statements, arguments, conversations and charges?

Mr. Tracy—But that is a risk which all principals run when they employ agents to transact their business.

The Court—I don't think there is the employment or an agent proved here. If Mr. Tilton had given this conversation about the settlement of the claim it is admissible.

Mr. Beach—Yes.

Mr. Tracy—Can there be any doubt then that he employs him as an agent to go and see Mr. Bowen, and he goes and has a conversation with Mr. Bowen about the settlement of his claim, and can't we show what was said between the parties? I submit to your Honor we can.

The Court—Why should you show it? Anything that Mr. Bowen said would not be evidence for or against the plaintiff.

Mr. Tracy—Granted.

The Court—Anything Mr. Bowen said would not be evidence either way.

Mr. Tracy—Granted; but what this witness said to him may be evidence.

Mr. Beach—No, Sir.

The Court—All you can show is this: that Mr. Tilton had a conversation with this witness and told him to see Mr. Bowen, and he went to see if he could adjust this matter. Anything else you can't take.

Mr. Tracy—With a view to our exception, I will put the question What was said between you and Mr. Bowen concerning Mr. Tilton's claim against him at that interview? That, I understand, is objected to.

The Court—Ruled out.

Mr. Tracy—Your Honor will please note our exception.

The Court—You are at liberty to show by this witness whether he saw Mr. Bowen, and to state the general result of failure or not.

Mr. Tracy—Well.

Q.—You say you saw Mr. Bowen? A.—Yes, Sir.

Q.—Did you have a conversation with him in regard to the settlement of Mr. Tilton's claim against him? A.—Yes, Sir.

Mr. Tracy—I repeat now my last offer to show what that was.

Mr. Fullerton—Objected to.

The Court—The same ruling.

Mr. Tracy—Your Honor will please note our exception.

Q.—Did you afterward see Mr. Tilton, after you had that conversation with Mr. Bowen? Did you see and talk with Tilton on the subject? A.—I did; yes, Sir.

Q.—Did you tell him what had transpired between yourself and Mr. Bowen? A.—Not all, but nearly.

Q.—Repeat what you said to Mr. Tilton of the conversation which had transpired between yourself and Mr. Bowen on this subject? A.—I told Mr. Tilton that I had called on Mr. Bowen and said to him that Mr. Tilton had been West lecturing and found people received him rather coldly, and did not understand why he had been so suddenly dismissed from the *Independent* and *Union*. That Mr. Tilton felt that justice had not been done to him under his agreement, and that he had prepared an article to publish, and that I offered to show this article to Mr. Bowen, but Mr. Bowen said that he had either seen it or read it; and I told him that Mr. Bowen said he had never received such a letter as the letter of Jan. 18, 1871, and that he had not stated the things stated in that letter, and that Mr. Bowen said he felt he did not owe him anything, and I said to Mr. Bowen, suppose you felt that you did not owe him legally or morally a dollar, would it not be better to settle it, and pay him up something; I said he might litigate it, and he might beat you in the end; you have got two public papers here; it would make a great scandal; would it not be wiser and better to settle with Mr. Tilton, and he said he thought not; and that after some more talk, Mr. Bowen either said or I received the impression from him—

Mr. Fullerton—Did you tell this to Mr. Tilton?

Witness—Yes, Sir; I received the impression that he would arbitrate it or settle it.

Q.—You did so tell Mr. Tilton? A.—Yes, Sir.

Q.—Well, what did Mr. Tilton say to that? A.—Well, he said that he hoped he would, as he wanted his money—he wanted a settlement.

Q.—Did Mr. Tilton—was there anything said by Mr. Tilton in this conversation about your acting as arbitrator for him? A.—Yes; I think it was in that same conversation he said that there was an arbitration, and he wanted to know if I would act as arbitrator if he wanted me to, and I told him I would.

THE ARBITRATION.

Q.—Did you afterward act as arbitrator? A.—Yes, Sir.

Q.—With whom? A.—Mr. Cleveland and Mr. Freeland.

Q.—Where was that arbitration held? A.—At Mr. Moulton's house.

Q.—How soon after this last conversation you had with Mr. Tilton do you think this arbitration occurred? A.—I could not state exactly; it may have been three or four days, it may have been four or five days; it was not long.

Q.—How did you go to Mr. Moulton's house the night of the arbitration, do you know? A.—Do you mean with whom I went?

Q.—Yes, with whom you went? A.—I think I went around with Mr. Bowen.

Q.—With Mr. Bowen? A.—Yes, Sir.

Q.—When you arrived there who was present? A.—Mr. Tilton, Mr. Moulton, Mr. Bowen, and myself.

Q.—Was any one sent for—Mr. Claflin and Mr. Freeman? A.—They had not arrived, and it was suggested that I should go round and have Mr. Claflin come round, and I did so; I found Mr. Freeland there, and went around with him.

Q.—So you three went there together? A.—Yes, Sir.

Q.—That was your second appearance there that night? A.—Yes, Sir.

Q.—After you got there what was said by you on the subject of Mr. Beecher being a party to that arbitration?

Mr. Fullerton—When Mr. Tilton was present.

Witness—Yes, Sir; I said I had just learned from Mr. Claflin that Mr. Beecher's matters were to be brought in, and I said that was the first I had heard of it, and that if Mr. Beecher's matters were to be brought in I felt that etiquette required me to retire—that I could not sit in judgment on a man who had not asked me to do so.

Q.—Well, what answer was made to that, and by whom? A.—Mr. Claflin replied that Mr. Beecher understood it, that they all understood it; that all the difficulties, all the matters in dispute between the three men were to be arbitrated upon, and he said there had been a paper prepared to that end, and he then took what is known as the tripartite agreement and I think read it, or, at any rate, we did read it; I think he read it, but I am not clear whether he read it or I did; at any rate, we read it.

Q.—What did you say after that? A.—I said if that—if that was so understood I would remain.

Q.—That, you say, was said in the presence of all the parties? A.—Yes, Sir.

Q.—Well, what then was done? A.—Mr. Claflin and Mr. Bowen went into another room, and when they were out I said to Mr. Tilton and Mr. Moulton that I thought that was not a fair paper, and I advised Mr. Tilton not to sign it; said I thought if what Mr. Tilton had told me was true, that Mr. Beecher was most to blame, and said this paper seemed to me to be one-sided; said I, "I wouldn't sign it;" I told Mr. Moulton to go into the other room and tell Mr. Bowen not to sign it, from what he had himself told me.

Q.—Well, what occurred after that? A.—Then Mr. Bowen and Mr. Claflin returned, and this—the papers between Tilton and Bowen were—their contracts were offered; there were statements made with regard to them; principally, so far as I remember, it was in relation to a percentage that Mr. Tilton was to have from the income from the *Union*; the most of the talk was that Mr. Tilton was to have from the income of the Brooklyn *Union*—from Bowen—

Mr. Tracy—Well, go on. Did Bowen and Tilton make statements before the arbitrators?

A.—Yes, Sir.

Q.—Well, what was done after they had made their statements? A.—They withdrew.

Q.—Well, then what was done? A.—Then the arbitrators discussed the questions that had been presented.

Q.—Well, did they come to an agreement?

A.—They did.

Q.—After the arbitrators had come to an agreement, what was done then? A.—Mr. Claflin called them in.

Q.—Well, who came in? A.—Mr. Tilton Mr. Moulton, and Mr. Bowen.

Q.—After they came in what was done? A.—Mr. Claflin made known to them the award.

Q.—What did he—how—state what he said. A.—He said the award was that the parties—Mr. Beecher—or Mr. Bowen, Mr. Tilton, and Mr. Beecher—were to sign the paper called the tripartite agreement, and that all papers were to be burned, that the three parties had, that were likely to make any trouble hereafter, and that Mr. Bowen was to pay Mr. Tilton $7,000.

Q.—When Mr. Claflin was speaking of burning any papers, were any papers particularly mentioned that were to be burned? A.—That was a little later in the conversation.

Mr. Tracy—Oh, very well. After Mr. Claflin had announced his award—the award of the arbitrators—what was said? A.—Mr. Tilton objected to signing the paper, and Mr. Claflin said to him, "Why, Theodore, you have agreed to it." Mr. Tilton says: "Well, I know I have, but I wish to change it." And we had—there was considerable discussion on that point, some fifteen or twenty minutes, as I remember—and finally Mr. Tilton was allowed to amend the paper, and whether Mr. Claflin—Mr. Bowen, or I don't know who—at any rate Mr. Tilton wanted to make some alterations in it, and he was allowed to do so by the arbitrators.

Q.—Well, any further amendments to the award suggested? A.—Mr. Bowen said that he wanted what is termed the Woodstock letter, (which I think was in 1868,) he wanted that returned to him, and the arbitrators assented to it.

Q.—That that letter should be returned to him instead of being burned? A.—Yes, Sir.

Q.—Well, when these two amendments had been made what was said or done? A.—Then the understanding was that Mr. Claflin was to take the—what is called the tripartite paper, to Mr. Wilkeson to have it re-engrossed or re-written, and then they were to sign it.

Q.—Well, what then? A.—Then there was a discussion about who should be the custodian of that paper, and the understanding—they didn't come to any agreement—but the understanding was they should agree—all three—upon some one of the party to keep it, and he was to keep it and not destroy it nor give it up to either of the parties without the consent of the whole; then Mr. Bowen said he wanted to close up the matter, and he gave his check to Mr. Tilton.

Q.—Now, I will repeat the question again, whether at any time during that time any papers were particularly named that were to be destroyed? A.—Yes, Sir; it was previous to this; after the—the paper had been amended, Mr. Claflin then asked them if they all agreed to the arbitration, and if they would fulfil all the papers; asked Tilton and Moulton, and I think Bowen said he had no papers; during the—

Q.—Well, what did Tilton and Moulton say about burning the papers? A.—They agreed to it.

Q.—Now I repeat the question again, whether any paper was particularly named that was to be destroyed or burned. A.—I am not clear; the papers were named while the arbitrators were in discussion several times, and my impression is they were, but I am not quite clear whether Mr. Claflin specified them; he had several times in the course of our talk together, but when they came in he said all the papers, and I think he named what is termed Mr. Beecher's apology and Mr. Tilton's letter to Mr. Bowen of Jan. 1, and I think some others; but they were discussed several times in the arbitration that I didn't so clear about it; but, at any rate, all the papers that were likely to make trouble were to be destroyed; Mr. Claflin was very tenacious as to that point.

Q.—Well, I understand you, your best recollection is, the letter known as "Mr. Beecher's apology," and Mr. Tilton's letter to Mr. Bowen of Jan. 1, 1871, were particularly named as among those to be destroyed? A.—They were particularly named in the discussion, and I think they were in the award; but I am not quite positive.

Q.—Well, Sir, what did Mr. Tilton and Mr. Moulton say about this proposition to burn the papers? A.—It was agreed to.

Q.—Was any check drawn that night by Mr. Bowen? A.—Yes, Sir.

Q.—Do you remember seeing Mr. Bowen and Mr. Claflin engaged in private conversation just before Mr. Bowen drew that check? A.—I don't know whether it was private; I know they did have a conversation about the check.

Q.—Did you hear what was said between them? A.—Yes, Sir.

Q.—What was said? A.—Mr. Bowen said he did not know exactly how his bank account stood, and wanted to know if Mr. Claflin would loan him the money in the morning to make his check good if he hadn't money enough, and Mr. Claflin said he would.

Q.—And thereupon Mr. Bowen drew his check? A.—Yes, Sir.

Q.—What was done with the check after he drew it? A.—He gave it to Mr. Tilton.

Q.—What further was done that night after the delivering of the check to Mr. Tilton? A.—I don't call to mind anything just this minute.

Q.—Well, the parties separated? A.—Yes, Sir.

Q.—Did you see the check that night? A.—I saw the check, but did not have it in my hands.

Q.—Now, does the date of this check—April 4, 1872—enable you to fix the time of the arbitration? A.—Only by inference.

Q.—How? A.—I can—it would be only assuming; he spoke about leaving the money to make the check good in the morning—

Q.—Do you know Mr. Bowen's custom in drawing checks—dating them, after 3 o'clock, one day ahead? A.—No, Sir, I do not.

Q.—Well, you separated, then, after the check was drawn? A.—Yes, Sir.

THE CUSTODY OF THE TRIPARTITE AGREEMENT.

Q.—After this—after you separated that night did Mr. Tilton make any request of you, and if so, what, in regard to the custody of this tripartite agreement? A.—Mr. Tilton said to me that he thought Mr. Moulton should be the custodian of the paper; that he had known more about the matters than anybody else, and wanted me to speak to Mr. Claflin, Mr. Freeland, and Mr. Bowen to that effect.

Q.—Did you speak to them in pursuance of that request? A.—I did.

Q.—Well, did they assent or dissent to that arrangement? A.—They dissented.

Q.—And who was—who did become the custodian of the paper? A.—I only know by hearsay, Sir; that is, Mr. Claflin.

Mr. Tracy—After this arbitration did you have a conversation with Mr. Tilton and Mr. Moulton at Mr. Moulton's house on the subject of the arbitration? A.—I did.

Q.—How soon after the arbitration? A.—I could not state exactly; I should think it was ten or fifteen days.

Q.—What was said then about it? A.—Well, we were discussing the arbitration—

Mr. Tracy—(interrupting)—Wait a moment, until that window is closed—[referring to a window which one of the court officers was making considerable noise in closing.]

The Witness (continuing)—And I said to him that Mr. Bowen felt that we brought in too much—the award of $7,000—and that his sons felt aggrieved about it, as they were interested in the *Union*, and during this conversation Mr. Moulton said that Sam. Wilkeson, as he called him, had either seen him or written to him, and requested him particularly to burn up Mr. Beecher's apology and papers, and Moulton says, "Oh! yes; I burned the papers," and laughed; he says, "Beecher thinks I have," and then he remarked, "If Sam. Wilkeson thinks I have burned all those papers, he is mistaken;" he says, "What would Theodore do in case of trouble."

Q.—Was anything further—do you remember anything further that was said in that conversation? A.—Not that I call to mind.

THE WOODHULL SCANDAL.

Q.—Do you remember the publication of what is known as the Woodhull scandal, Mr. Storrs, in November, 1872? A.—Yes, Sir.

Q.—Did you have a conversation with Mr. Tilton after the publication of that scandal upon the subject of the scandal? A.—I did.

Q.—When was that conversation? A.—I think that was on the 12th of December.

Q.—How are you able to fix the date? A.—Well, mainly as my wife's brother had died very suddenly and she was away.

Q.—What? A.—My wife's brother had died very suddenly and she was away, and from a letter I had from her.

Q.—Your wife was away attending the funeral at the time of this conversation? A.—The funeral was past, but she was away.

Q.—Yes; had not yet returned? A.—Yes, Sir

Q.—Where was that conversation between yourself and Mr. Tilton. A.—In my house; in the smoking room.

Q.—Well, what was said; how did the conversation begin? A.—Well, I think the conversation began by—it was just after Mr. Greeley's death; we were talking about him and the *Tribune*, and then he spoke—

Q. (Interrupting)—Was the subject of Mr. Greeley's will also talked about? A.—No, Sir.

Q.—You were an executor of Mr. Greeley's will? A.—I was

Q.—And you began by talking about Mr. Greeley and the *Tribune*? A.—Yes, Sir.

Q.—You knew it was after Mr. Greeley's death? A.—Oh, yes, Sir.

Q.—When did Mr. Greeley die? A.—The last days of November or first of December; I do not remember exactly which.

Q.—Do you remember the date of the funeral? A.—Not absolutely, but I think it was the 4th of December though.

Q.—It was after this that you had this conversation? A.—Oh, yes; it was the 12th I am quite confident.

Q.—Now, what was said by Mr. Tilton to you in that conversation about this Woodhull scandal? A.—Well, he referred to the Woodhull scandal and said it was an infamous article, and he said there had been so many lies and misrepresentations about it—about Mr. Beecher and his wife—that he was writing a true story of the whole matter. He said he would not state but what Mr. Beecher had made improper advances to his wife, but there was never anything criminally wrong; that there wasn't a purer woman living than Elizabeth. Then he referred to the—

Mr. Tracy (interrupting)—Can't you speak a little louder. They cannot hear you back here.

The Witness—I will try to; I am not feeling very well.

Q.—He said there wasn't a purer woman living than Elizabeth. What followed that? A.—Then he spoke of regretting having written the life of Mrs. Woodhull; spoke in that why.

Q.—Spoke of regretting having written the life of Mrs. Woodhull? A.—Yes, Sir.

Q.—What did he say about the life? A.—Well, he said it damaged him more than $10,000, and he wished he hadn't written it.

Q.—Did you see him again after that conversation? A.—Yes, Sir.

Mr. Beach—What year was that?

Mr. Tracy—Twelfth of December, 1872.

Q.—How soon after this conversation of Dec. 12 did you see him again? A.—I cannot tell, it was within a few days; it might have been ten, it might have been less.

Q.—Was anything said in regard to the true story on that occasion? A.—Yes; he hauled out a manuscript and said he had written it, and offered to let me take it and read it. I told him I wouldn't take it then; perhaps I would at another time.

Q.—Did you ever read it? A.—No, Sir.

Q.—Never saw it? A.—No, Sir.

Q.—Now, after this conversation that you have last mentioned between yourself and Tilton, did you have an interview with Carpenter—Francis B. Carpenter? A.—I did.

STARTING A NEWSPAPER IN NEW-YORK.

Q.—You know Mr. Carpenter? A.—Yes, Sir.

Q.—How long have you known him? A.—I think I never knew him personally until about that time, within a month.

Q.—Did he come to you and invite you to join in a scheme of starting a newspaper in New-York? A.—Yes, Sir.

Mr. Beach—We object to this, Sir.

Q.—Did you have any interview with him and other gentlemen on that subject? A.—We did.

Mr. Beach—I object to your last answer.

The Court—Yes, I think the last answer might be taken. It don't give particulars. It has been ruled that you could not go beyond that in reference to the same matter.

Mr. Tracy—I was not proposing to trespass beyond the rule.

Q.—Did you have more more than one interview with Carpenter on that subject? A.—Several.

Q.—At any time did you meet other gentlemen than Mr. Carpenter upon that subject? A.—I met Mr. Bowen; yes.

Q.—Who was present at Mr. Bowen's? A.—Mr. Claflin, Mr. Carpenter, Mr. Bowen, and myself.

Q.—How came you to go to that interview? A.—Went at the request of Mr. Carpenter.

Q.—To meet whom? A.—To meet some gentlemen, he said.

The Court—We won't take that. Strike that out.

Mr. Tracy—I was not going into details. I asked whom he was to meet.

The Court—I know. We can't take Mr. Carpenter's declaration that he was to meet Mr. Tilton.

Mr. Tracy—O, he was not to meet Mr. Tilton.

The Court—What was the answer you made, Mr. Storrs.

The Witness—I don't remember exactly his question, but he wanted to know if I met gentlemen.

Mr. Tracy—I asked, to meet whom, and he said "gentlemen."

The Court—I thought he said Mr. Tilton.

The Witness—No, Sir; I said "gentlemen."

The Court—Very well; go on. I think you have said enough about that.

Q.—Now, did you four gentlemen have a conversation upon the subject of the newspaper scheme at Mr. Bowen's? A.—Yes, Sir.

Q.—How long did that interview continue? A.—I could not state exactly; I should think three hours nearly.

Q.—Did you afterward see Mr. Tilton and talk with him on the subject of that interview at Mr. Bowen's house that night? A.—I did.

Q.—What transpired between you and Tilton relative to that interview? A.—Shall I state the conversation?

Q.—Yes; state as far as you are able all that you said to Mr. Tilton about what had transpired between yourself and others at Bowen's house, relative to that newspaper scheme. A.—Well, I told Mr. Tilton that Mr. Carpenter had called on me to go around to Mr. Bowen's to meet some gentlemen about starting a newspaper in New-York for his benefit; that when I got there I found nobody but Mr. Claflin—

Q.—Whose benefit? A.—Mr. Tilton's.

Q.—Well, when you got around there you found nobody but Mr. Claflin? A.—Yes. I asked Mr. Tilton—says I, "what is the matter with Claflin?" He says, "Why?" "Well," says I, "he don't seem favorably disposed to the project, rather talked against it than for it," and Mr. Tilton says, "Carpenter had better look out, perhaps something will be said about him;" then he wanted to know what Bowen said; I told him Mr. Bowen seemed to be favorably, friendlily disposed to the enterprise; and I stated to him that Mr. Carpenter's scheme or plan was, that he thought there was a great opening for a New-York daily paper, and that his scheme was to make Mr. Beecher editor, and him, Mr. Tilton, foreign correspondent, to go abroad, and be gone two or three years; then come back and be the editor or an editor, I forgot which; and that Carpenter was to take some business interest in the paper. I told him that Mr. Bowen said if they were going to start a paper they had better buy some New-York paper; that it would be of great importance to be in the Associated Press News; that that was of great value; and Mr. Bowen said he thought the New-York *Express* was for sale, and could be bought at a reasonable price; Mr. Bowen had agreed to see the owners of the paper and see if it could be bought and for what sum, and so forth; after we got to that subject, the *Commercial Advertiser* was spoken of; then I told him that Mr. Bowen wanted to sell the Brooklyn *Union;* he said if he could sell that he would take, as I remember, $30,000 of the stock in it, and in that case Mr. Tilton was to be editor in chief; then Mr. Bowen said he didn't like the idea of starting a new paper, and he would rather take some stock in the *Eagle;* then Mr. Carpenter said if these things failed he wanted to know if they could not buy out the *Golden Age;* for Mr. Tilton to go abroad and be foreign correspondent for the *Independent* and *Christian Union*, and write an article once a week; I told him Mr. Bowen had some foreign correspondence, and didn't think he could take an article once a week, but he thought he could take one once a month; as he rose to leave, I told him Mr. Carpenter said that Mr. Beecher had said that he would take $20,000 in a New-York paper.

Q.—Well, what did you say that Bowen said on that same subject? A.—Well, Bowen said that he would not be outdone by anybody in Brooklyn, and he would do as much toward it as anybody.

Q.—Do I understand you to say that you told Mr. Tilton all these various schemes that you have mentioned as discussed there that night? A.—Yes, Sir.

Q.—One after the other? A.—Yes, Sir.

Q.—If one did not succeed then another was considered as feasible? A.—Yes, Sir.

Q.—What did Tilton say? A.—Tilton said that Mr. Carpenter had told him all about it; he said he thought there was a good opening for a paper, but said he didn't know whether he would like to go abroad or not.

Q.—Do I understand you correctly to say that in case you had determined to buy a Brooklyn paper. Mr. Tilton was to be the editor in chief of that paper? A.—Of the Brooklyn paper?—yes.

Q.—And Mr. Beecher was not to have anything to do with it? A.—Nothing said about that.

Q.—Mr. Beecher's connection with the paper was in case it was a New-York paper? A.—A New-York morning paper.

Q.—What further had Mr. Tilton to say on the subject of his connection with the newspaper scheme than what you have stated? A.—I don't at this moment call anything to mind.

Q.—And do I understand you to say, Mr. Storrs, that as a matter of fact these various schemes were talked of at Bowen's that night? A.—Yes, Sir, more.

Q.—More? A.—More in detail.

Q.—More in detail than you have stated here? A.—Yes, Sir.

Q.—And you were engaged in that conversation at Bowen's, how long do you say? A.—As near as I can remember, it was some three hours.

Q.—Whose friend was Mr. Claflin known to be in that interview?

Mr. Beach—Objected to.

The Court—Yes.

Mr. Tracy—Whom did Mr. Claflin represent in that interview?

Mr. Beach—Your Honor has ruled out the interview, and taken only what this gentleman said to Mr. Tilton.

Mr. Tracy—If I remember correctly, they proved by Mr. Moulton, whom I said I represented on a certain important interview.

Mr. Beach—Yes.

Mr. Tracy—And then they got in an interview, or Mr. Moulton's version of it.

The Court—It appeared previously that Mr. Moulton in that instance had authority.

Mr. Tracy—How?

The Court—It appeared previously that Mr. Moulton in that instance had authority.

Mr. Tracy—That Moulton had authority?

The Court—Yes; in the instance you referred to.

Mr. Tracy—No; the question was there, whether I had authority to represent Mr. Beecher at that interview.

The Court—I recollect that very well.

Mr. Tracy—And Mr. Moulton said I claimed to have authority.

The Court—Well, this is a very different matter.

WAS CARPENTER TILTON'S AGENT.

Mr. Tracy—Well, now we have given some evidence, if your Honor please, on the subject of Mr. Carpenter's authority to represent Mr. Tilton on the subject of this negotiation for a newspaper, and it is drawn out, Sir, from Mr. Moulton's evidence on that subject. We have also shown not only that this witness repeated to Mr. Tilton the matters that transpired at that interview, but he approved the scheme and the substance of what was done, the only criticism being that he did not know whether he would care to go abroad, or whether he would like to go abroad; and we have shown further, if your Honor please, that the plaintiff said that Carpenter had told him all about it—all about that interview. Now, that evidence taken together—first the evidence we have given touching Mr. Carpenter's authority, second, the fact that he assumed to act for him and did act for him; that this witness reported much of what was said approvingly to Mr. Tilton, and that Tilton said that Carpenter had told him all about what had transpired at that interview, I submit, so far connects Tilton with what had transpired there as to enable us to prove what in fact had transpired.

The Court—I think not; all that might occur and Mr. Carpenter be a mere intruder. It don't appear that he had any authority to represent the plaintiff.

Mr. Tracy—And this witness, as your Honor will remember, stated to Tilton that Carpenter had consulted him on the subject.

The Court—Yes.

Mr. Tracy—Of starting a newspaper for his benefit?

The Court—Yes, and Carpenter might have done that voluntarily, and of his own volition.

Mr. Tracy—Of course he might; but if the plaintiff afterward approved and adopted it?

The Court—No.

Mr. Tracy—He adopted the agency.

The Court—He did not approve or adopt any agency; he did not disapprove or condemn the scheme, but there was no approval and no adoption—oh, no.

Mr. Tracy—Well, your Honor will allow me to ask a question to taking a ruling upon it?

The Court—Yes.

Mr. Tracy—Mr. Storrs, will you state what was said between yourself and Carpenter and Claflin and Bowen at that interview at Bowen's house in regard to the starting of a newspaper in New-York—what was the question I ask?

Mr. Beach—Objected to.

The Court—Ruled out.

TILTON'S TRIBUNE STOCK.

Mr. Tracy—Your Honor will be so good as to note our exception. [To the witness]—Now, Mr. Storrs, do you know anything on the subject of the one share of *Tribune* stock which stood in the name of Mr. Tilton? A.—Nothing only what I have heard him remark.

Q.—Well, Sir, that is what I want to inquire about. What have you heard him say on that subject? A.—On what particular point?

Q.—As to the ownership of the stock—who owned it, in fact? A.—I understood it from him that his father owned it.

Q.—How did you understand it from him? A.—Well, in conversations—in talk with him once, I think. He asked me some time ago, and my impressions are that it was selling for some $7,000 or $8,000. Mr. Tilton asked me what I thought of selling it and investing it in other securities, and, as I remember, I advised him to sell it. It was some general talk of that kind.

Q.—In that conversation did he say who owned it? A.—He said his father owned it.

Q.—Did you know of the transaction at the time the stock was purchased? A.—No, Sir.

Q.—You only knew it after it had been purchased and from what he said to you? A.—Yes, sir.

Q.—Do you know who, in fact, had dividends on that stock? A.—I only know from what he said; I think, once when he was away, he left or ordered the money; his sister came to me about it—I am not quite clear; at any rate his sister came about it, and my impressions are he ordered me to pay it.

Q.—To whom? A.—To his sister, for his father and mother.

Q.—Did you have a conversation with Tilton in July, 1874, at Mr. Ovington's? A.—I did.

Q.—Was it before or after his wife had left him? A.—It was just after.

Q.—Do you know how soon after? A.—Well, I think one or two days.

WHAT TILTON SAID ON THE SUBJECT OF HIS WIFE'S HAVING LEFT HIM.

Q.—What was said on the subject of his wife's having left him, and what he should now do to his wife and Mr. Beecher? A.—Well, the conversation on that point was that his wife had left him; he said he had not said anything about it, but he thought he must now smash Elizabeth and Mr. Beecher.

Q.—What did you say to that? A.—Well, I said to him, at least, I was sorry, and it was unfortunate.

Q.—Did you have any conversation with Moulton on the of 1st January, 1873, on the subject of this newspaper enterprise at his house? A.—A little.

Q.—What was said?

Mr. Fullerton—I object to that, Sir.

Mr. Tracy—Have not we laid the foundation for that?

The Court—No.

Mr. Tracy—Well, I will withdraw that question for the present until we can see; there is a little doubt as to whether we have connected Mr. Storrs sufficiently on that subject. [To the witness.] In August, 1874, Mr. Storrs, did you have a conversation with Mr.—in August, 1874, were you sent for at any time to come to Mr. Moulton's house? A.—Yes, Sir.

Q.—What message did you receive that called you.

Mr. Beach—Well, wait.

Mr. Tracy—From whom? A.—Franklin Woodruff.

Q.—On receipt of a message from Franklin Woodruff what did you do? A.—The next morning I waited at my house till about 9 o'clock, and as I did not hear from Mr. Moulton, I sent round word to him, saying that I had received the day before a line from Mr. Woodruff saying he wanted to see me, and saying I was in readiness to see him.

Q.—Well, what reply—did you get a reply to that note? A.—He sent back a messenger saying he had just arrived in town, and he would esteem it a favor if I would come there to his house.

Q.—Did you go there? A.—I did.

Q.—Did you see him? A.—I did.

Q.—Who went with you? A.—Mr. Procter—John C. Procter.

Q.—Did you have an interview with Moulton that day? A.—Yes, Sir.

Q.—Where did that interview take place? A.—Up stairs in the parlor, the front room.

Q.—What was said by him on your going in the room?

Mr. Beach—Objected to.

Mr. Tracy—Up stairs?

The Court—They interrogated Mr. Moulton as to this interview.

Mr. Tracy—How?

The Court—They interrogated Mr. Moulton as to this interview.

Mr. Beach—Did they?

The Court—They did.

Mr. Beach—Let us see.

The Court—They stated the conversation, and required to be examined—

Mr. Beach—I remember, yes, Sir.

Mr. Tracy—Do you withdraw your objection?

Mr. Beach—Yes, Sir; I had forgotten it for the moment.

WHAT MOULTON SAID TO THE WITNESS.

Mr. Tracy—What was said, Mr. Storrs? A.—Mr. Moulton did me the compliments of the day, and explained why he sent for me, and laughed, and said he did not know as I would come and see a black man; we went up stairs, and he said he wanted me to tell my brother that he must not sign the Plymouth Church Committee's report; he said Mr. Beecher had confessed his adulteries to him, and he could prove it; he said he was going to drive Mr. Beecher out of Plymouth Church and out of Brooklyn.

Q.—Speak louder? A.—He said, "I have always stood by Mr. Beecher, but he is now calling me a black-mailer," and if Mr. Beecher had followed his advice, he would be all right; he said he had done what he could to oppose one of Mr. Tilton's statements, and he named the one, but I cannot tell you what one it was, and he said that my brother must not sign that report, and said he wanted to be cross-examined or make some further statement to the committee, and I said I supposed the evidence was all in, and that the report had been made. Well, he said, I must tell my brother he must not sign that report. He says: "If he signs that report I shall make another statement, and," he says, "if I do it will ruin a lady friend of yours and it will break your heart."

The Court—Don't mention any names.

The Witness—I will try not to, Sir; and he said somebody that would break, and I asked him who it was, and he said he would not give any name, and I said to him that—

Mr. Tracy—A little louder.

The Witness—That I had had nothing to do with the Plymouth Church report and did not intend to have; that I was urged very strong to appear before them, but I would not and should have nothing to do with it, and I should not influence my brother to sign it or not to sign it. I would have nothing to do about the matter. I told him any message he wanted me to take to my brother I would take it, but I should not innuence him to sign or not to sign it.

Q.—Was anything said to him by you as to the probability that your brother had already signed it? A.—Yes; I told him I presumed, but I did not known that I understood a meeting was to be held that night, and I thought very likely he had. He said if he had he must take his name off. He said he did not want him to "stultify" himself—that is the word he used.

Q.—Did he explain why he didn't want your brother to stultify himself? A.—He didn't state, and I don't know as I asked him.

Q.—What did he say, if anything, about Mr. Beecher's having called him a black-mailer? A.—Well, I cannot recall definitely, but he said considerable on that point, seemed to have some feeling on that point, but I cannot recall what—just what he said.

Q.—State whether or not he spoke of Mr. Beecher in this connection, and his having called him a black-mailer, with a good deal of feeling. A.—Well, he seemed to have more feeling on that point than anything else.

Q.—What was said, if anything, on this subject that—of his having been a friend to Mr. Beecher until Mr. Beecher had called him a black-mailer, and now he intended to protect himself? Was there anything said on that subject? If so, what? A.—That is about all I call to mind about it. He did talk, I think, more than what I have stated, but I cannot recall clearly enough—

Q.—Well, do you mean to say that he said Mr. Beecher said—that, Mr. Beecher having called him a black-mailer, he now intended to protect himself? A.—Well, that is the substance, or the words—I can't tell which.

Q.—And was it in that connection that he said he would drive him out of Plymouth Church and out of Brooklyn? A.—Well, he said it in that connection, or he said that just before, I think.

Q.—What did I understand you to say that Mr. Moulton said about having been Mr. Beecher's friend up to the time he made that charge? A.—Well, he said he had always been a friend to him, and acted as his friend, and that there would have been no trouble if he had followed his advice. And then he said he was possessed of some—I think he specified the article that Mr. Tilton made, or letter—I cannot tell you exactly what, whether it was a statement or letter, but he said he was possessed of it, and did what he could to prevent his making it—something of that kind.

Q.—What did he say about his having been a friend to Mr. Beecher up to the time that Mr. Beecher charged him with being a black-mailer? A.—Well, that he should now take care of himself, or defend himself.

Q.—Didn't he say that he had been his friend up to that time? A.—Well, yes; he said that he had been his friend, and acted as his friend, up to that time.

Q.—Do you know what time in August this interview was with Mr. Moulton? A.—I can tell. [The witness looks at a piece of paper taken from his pocket, apparently a letter.] That was Aug. 28, as Mr. Woodruff's letter is dated the 27th; it was the next day.

Q.—Do you know whether—do you know how long that was after Mr. Beecher had published his statement before the committee? A.—No, Sir.

Q.—Well, was it after? A.—I cannot tell you.

Q.—It was on the 28th of August, so we shall know? A.—Yes, Sir.

Q.—Do you know whether Mr. Moulton had been abroad from Brooklyn just previous to this conversation? A.—I think he had; he so stated, I think.

Q.—Where did he say he had been? A.—I do not think he stated; it was down East; I don't think he stated where.

Q.—No particular place. Now, Mr. Storrs, when, if ever, did you first hear Mr. Tilton charge that Henry Ward Beecher had been guilty of adultery with his wife? A.—I do not know—from him—that I ever did, unless as it was an inference in that conversation at Ovington's, in last July.

Q.—When he said that, his wife having left him, he should now smash his wife and Mr. Beecher? A.—Yes, Sir.

Q.—That is the only thing you ever heard him say looking in that direction? A.—Yes, Sir.

TILTON THREATENED A SUIT FOR SLANDER.

Q.—Now, did you ever have a conversation with him at any time—[after consulting with Mr. Shearman]—I withdraw that question. I am requested to ask you, Mr. Storrs, whether you ever had a conversation with Mr. Tilton on the subject of suing any person for slander, in having made a charge against his wife of having committed adultery with Mr. Beecher?

Mr. Beach—What is that?

Mr. Tracy—Whether he ever had a conversation with Mr. Tilton, in which Mr. Tilton threatened to sue a person for slander in having charged that his wife had been guilty of adultery with Mr. Beecher? A.—I think there was something of that sort.

Q.—Do you know when it was? A.—I do not—the time.

Q.—Well, can you tell about when it was? A.—Well, my impressions are that it was the last of 1871 or in 1872.

Q.—The last of 1871 or the first of 1872? That Winter? The Winter of 1871-2? A.—That is my impression.

Q.—Now what did Mr. Tilton say—I don't ask you to name names, but what did Mr. Tilton say about suing a party for slander for having said that? A.—Well, he said he thought of suing a party for having slandered his wife—that she had committed adultery with Mr. Beecher.

Q.—Where was that conversation? A.—I cannot tell you the place.

Q.—After the termination of a certain lawsuit against Mr. Moulton last Fall, did he send for you again to come and see him? A.—He did.

Q.—Do you know when that was? A.—I can t

FINANCIAL AFFAIRS.

SALES AT THE STOCK EXCHANGE—MARCH 30.

SALES BEFORE THE CALL—10 A. M.

$10,000 U.Pac.Sink.F. 92¼ | 20 N.Y. C. & Hud...101¼
300 A. & P. Tel.... 25¾ | 1500 Union Pacific.... 67
500 do.... 25¾ | 100 do.... 68
800 West. Union.... 75⅝ | 500 do.... 68¼
700 do.... 75⅝ | 1000 do.... 68½
100 do.... 75⅝ | 300 do.... 68¾
500 do.... 75⅝ | 500 do.... 66¼
1000 do.... 76 | 300 do.... 66½
200 do.... 76⅛ | 100 do.... 66⅝
1800 do.... 76⅛ | 100 do.... 66
1000 do.... 76⅜ | 300 do.... c. 65⅞
2000 do.... 76⅜ | 100 do.... 66
700 do.... c. 76⅛ | 100 do.... q. 66½
2100 do.... 76⅜ | 1200 do.... a3. 66¾
2000 do.... a3. 76⅜ | 100 do.... 66⅝
300 Pacific Mail.... c. 42½ | 100 do.... 66¾
400 do.... 42½ | 100 do.... 66¾
600 do.... 42¼ | 1700 do.... 67
1000 do.... 42¼ | 600 do.... 67¼
1000 do.... 41¾ | 600 do.... 67¼
1200 do.... 41¾ | 200 do.... 67½
150 do.... 42¼ | 700 do.... 67
700 do.... 42⅜ | 100 do.... c. 67
400 do.... c. 42⅜ | 100 do.... 66⅞
2200 do.... 42¾ | 100 do.... 66¾
400 do.... 42⅝ | 100 do.... c. 66¾
500 do.... 42⅝ | 400 do.... c. 66¾
400 do.... 42⅝ | 100 do.... 66¾
1000 do.... 42⅝ | 200 do.... 66¾
1000 do.... 42⅝ | 100 Ohio & Miss.... 28⅜
800 do.... 42⅝ | 700 do.... 28¼
1200 Erie Railway.... 30½ | 100 do.... 28¾
800 do.... 30⅝ | 500 do.... 28⅝
1500 do.... 30⅝ | 200 Toledo & Wab.... 13⅝
800 do.... 30⅝ | 300 do.... a3. 14½
1000 do.... 30⅝ | 100 do.... 14⅝
1800 do.... 30⅝ | 300 do.... 15
1100 do.... 30⅞ | 300 do.... 15¾
3400 do.... 31 | 50 do.... 15¾
1300 do.... 31 | 10 do.... 15¾
900 do.... 30⅝ | 300 do.... 15⅞
1000 do.... 30⅝ | 100 do.... 15¾
1000 do.... 30⅞ | 100 do.... 15⅞
1100 do.... 31 | 300 St. Paul.... 36¾
2000 do.... 31 | 50 do.... 36¾
200 do.... c. 45¾ | 400 Han. & St. Jo.... 27¾
1200 do.... c. 45¾ | 100 do.... 27¾
1000 do.... 45¾ | 200 do.... 27¼
1400 Lake Shore.... 73 | 100 do.... 27½
300 do.... c. 73 | 100 do.... 27½
700 do.... 73¼ | 500 do.... 28
900 do.... 73½ | 25 do.... 27½
200 do.... c. 73¼ | 100 do.... 28
800 do.... a3. 73¾ | 100 do.... 27¾
700 do.... 73¾ | 400 do.... 28
200 do.... c. 73⅝ | 400 N. J. Southern.... 9
100 do.... c. 64½ | 200 do.... c. 9
200 do.... 63¾ | 100 do.... 9
800 do.... 63¾ | 100 do.... 9
1000 do.... 63¾ | 100 do.... 9
1000 do.... 63¾ | 100 do.... 9
1000 do.... 63⅞ | 100 do.... 9
1000 do.... 64 | 100 do.... 9
400 do.... 63⅞ | 600 do.... 9
600 do.... c. 63¾ | 600 do.... 9
1000 do.... 64 | 100 do.... 9
200 do.... 64¼ | 100 do.... 9
800 do.... c. 64¼ | 100 do.... 9
100 do.... 64⅜ | 100 Chi., B. & Quin.... 113
1000 do.... 64⅜ | 100 N. J. Southern.... c. 9
200 do.... c. 64½ | 200 do.... c. 9
200 do.... 63¾ | 100 do.... 9
1000 do.... 63¾ | 200 do.... 9
100 do.... 64⅜ | 400 do.... 9

GOVERNMENT STOCKS—10:15 AND 11:30 A. M.

$5,000 U. S. 5-20, '65, c. N. Coup. 12.119¼
10,000 U.S.5-20C.'67.112¾
4,000 do.... c.120¼
3000 U. S. 5s, '81. Reg....12.115¼
10,000 U. S. 5s. '81. c....12.115¼
10,000 U. S.6's C.,'81.115¼
700 U. S. 5-20 C. 119⅛
'65 N. Reg....112¼
2,000 U. S. 10-40 C. 114¾

FIRST BOARD—10:30 A. M.

$15,000N.Y.S.7s.B.R.106¾
5,000 Mo. 6s. L. B.... 97½
2,000 B. & St. L. 7s.102
14,000 Tenn.6s.N.C. 47½
3,000 Tenn. 6s, N. S 47½
4,000 Br. 6s, W. I....102¾
3,000 Ala. & N. R. 6s.104
9,000 N. J. C. 1st..106¾
1,000 do.... b. c.106
1,000 C.&I.C.1st.7s.107⅝
5,000A. D.Im.Co.7s.103
1,000 M. & St. P. 8s. 1st.... c.107⅝
40 U. Pac.... b. c. 66¾
5,000 C. & N. W. C. 6s.
5 Bank of Com.... 106⅜
20 German A. Bank. 86
25 Bk. of N.America. 99½
50 Phœnix Bank.... 98
10 Del. & H. Canal.... 115
36 do.... b. c.114¾
1200 West. U. T...b. c. 76½
2100 do.... 76⅝
1400 do.... 76⅝
2900 do.... 76⅝
7800 do.... 76⅜
2400 do.... 76⅜
2400 do.... 77
1500 do.... 77⅛
1000 do.... 77⅛
1000 do.... 77⅛
800 do.... 77⅛
1000 do.... 77⅛
1000 do.... 77⅛
2000 do.... 77⅛
2400 do.... 77⅛
1000 do.... 77⅛
1000 do.... 77⅛
1000

THE REAL ESTATE MARKET.

Yesterday, Tuesday, March 30, was a good day at the Exchange, and a large amount of real estate was sold. Bidding was not particularly active, but in the main the prices realized were fair. The principal auction carried through was that in charge of A. H. Muller & Son, who sold quite an extensive list of realty belonging to the Remsen estate. The sale was a success, but that it was so is mainly attributed to the fact that the property was offered at a fair valuation, that it was improved, location down town, and of such a character as to be easily rented. Quite a number of other sales were also effected. The following is a report in detail of the business transacted:

A. H. Muller & Son, at an executor's sale to close estate of Henry R. Remsen, deceased, disposed of the following City real estate: One plot of land, 50.5 by 71 by 51 by 72, known as Nos. 11, 13, and 15 East Broadway, and Nos. 14, 16, and 18 Catharine street, leased for the south-west corner of the above named, sold for $33,500, to Joseph P. Payton. On the property is a three-story brick building known as the Cosmopolitan Hotel, and a three-story brick house with store fronting on Catharine street. The buildings were not sold with the plot, the plot being leased to May 1, 1879, at a ground rent of $1,360 per annum. The buildings can then be bought on arbitration or the ground released.) One two-story and attic brick house, with lot 29.8 by 54.9, No. 288 Water street, north side, 92.10 feet west of Montgomery street, sold for $3,100, to Wilmar F. McNamara; one three-story brick house, with lot 20.7 by 56.10, No. 284 Water street, next lot but one adjoining above, sold for $3,350, to Nicholas Kane; two two-story and attic brick houses, with lots each 25 by 84.7, Nos. 24 and 26 Rutgers street, west side, 50 feet south of Henry street, sold, No. 24 for $10,050 to James Plunket, and No. 26 for $10,000 to Stephen Lovejoy; one two-story and attic brick house, with lot 27.4 by 99.11, No. 158 Henry street, south side, 251.5 feet west of Rutgers street, sold for $12,000 to Walter Edwards, Jr.; one lot, 20.2 by 112.8, known as No. 164 Cherry street, and Nos. 77, 75, 73, and 71 Market street, north-west corner of streets named, leased to May 1, 1878, at the rate of $650 per annum, buildings not sold with lot,) sold for $16,550 to D. Deter; and premises No. 37 East Twelfth street, north side, 293.8 feet west of Broadway, embracing a lot 23 by 92.8 by 29.1 by 84.7, with a four-story English basement brick house upon the front thereof, and a two-story brick stable in the rear, sold for $23,500 to John Lynch. Messrs. Muller & Son also sold at public auction the three-story and basement brick house, 20 by 40, with lot 61 feet deep, No. 28 Third street, south side, between the Bowery and Second avenue, for $10,050, to A. Reidshard. The same firm also sold, by order of the Sheriff Court, in partition, Joseph S. Bosworth, Esq., Referee, the two-story brick house, with lot 20 by 49.4, No. 24 East Twenty-fourth street, south side, 80 feet west of Fourth avenue, for $10,625, to Elizabeth R. Cogswell, plaintiff in the legal action. The same auctioneers also sold, by order of the Supreme Court, in foreclosure, Thomas Boese, Esq., Referee, a four-story brick house, renting for $1,300 per annum, with lot 25 by 75, on Second avenue, west side, 80.4 feet south of Forty-third street, for 29,950, the buyer being W. G. Ammon, for Ransom Parker, Jr., the owner of a second mortgage on the property. The total value of the property belonging to the Remsen estate sold amounted to $119,150.

Richard V. Harnett, at public auction, sold the three-story and basement frame house, with lot 28 by 92, No. 157 East Sixteenth street, north side, 103.4 feet east of Irving place, for $17,500, to Theodore Weed. The legal sale, by the same auctioneer, of lots on One Hundred and Fifty-second street and One Hundred and Fifty-third street, west of Tenth avenue, was adjourned to April 6.

A. J. Bleecker & Son, also at public auction, sold the three-story and basement brick house, with lot 15.9 by 92.9, No. 265 West Twenty-second street, south side, 225 feet east of Eighth avenue, for $15,000, to Herman Schnepel. The property located at Bayonne, N. J., failed for sale by the same firm, was knocked down for $25,000, but not sold.

William Kemp, Jr., by order of the Supreme Court, in foreclosure, under the direction of R. F. Farrell, Esq., Referee, sold a four-story brick factory, with plot 50.5 by 99.9, on East Twenty-ninth street, south side, 90 feet east of Third avenue, for $45,000 over and above mortgage, with interest amounting to $12,500; total, $20,500. Purchaser, Emanuel Lehman, a plaintiff in the foreclosure suit.

O. G. Bennett, to settle a partnership interest, sold the three-story and basement brown-stone house, with lot 20 by 100, No. 237 East One Hundred and Twenty-fourth street, north side, between Second and Third avenues, for $12,250 to William Doolittle. The other houses scheduled for sale on the same hill, were knocked down as follows: No. 315 West Fifty-eighth street, west of Eighth avenue, a four-story-and-cellar front house, 20 by 55, with lot 100 feet deep, sold for $20,100; No. 320 West Fifty-eighth street, a similar house and lot adjoining above, $20,500; No. 322 West Thirty-fourth street, east of Tenth avenue, a brown-stone-front house, 19.4 by 85, with lot 98 feet deep, $16,000, and No. 66 East One Hundred and Twenty-fourth street, between Madison and Fourth avenues, a brown-stone-front house, 16.8 by 75, with lot 100 feet deep, $13,000. Subsequent to the auction we were informed by the auctioneer that it was expected that contracts for the transfer of the title to three houses, at the prices noted, would be entered into within a few days.

E. H. Ludlow & Co. offered at public auction at an upset price the three-story and basement brick house 20.10 by 45, with lot 100.5 feet deep, No. 232 East Fiftieth street; east of Third avenue, but bids amounting to only $12,750 being received, the property was withdrawn. The sale by the same firm of the house and lot No. 54 West Ninth street, east of Sixth avenue, was adjourned to April 6, and in the matter of the legal sale of two lots on Fourth avenue, north-east corner of One Hundred and Twenty-sixth street, it was announced that the foreclosure suit had been settled. Nothing further worthy of note occurred.

We would call special attention to the proposed sale at private contract, by V. K. Stevenson, Jr., No. 11 Pine street, of the very desirable residence No. 19 East Forty-eighth street. A full notice truthfully setting forth the attractions of the property has appeared in our business columns for the past three days.

TO-DAY'S AUCTIONS.

To-day's sales, as noticed to take place at the Exchange, are as follows:

By E. H. Lawrence & Co., Supreme Court foreclosure sale, Thomas H. Langdon, Esq., Referee, of one four-story Mansard-roof iron-front building, with plot 51 by 98.9, on East Thirty-fourth street, 180 feet east of Third avenue, known as "Glass Hall."

By Peter F. Meyer, Supreme Court foreclosure sale, William Sinclair, Esq., Referee, of one five-story and basement brick double tenement-house, with lot 25 by 99.9, on West Fortieth street, south side, 375 feet east of Tenth avenue.

By Hugh N. Camp, Supreme Court foreclosure sale, G. A. Whitehead, Esq., Referee, of the brick store, with lot 23.7 by 101, No. 228 Pearl street, east side, about 60 feet north of Fletcher street.

By James M. Miller, Supreme Court foreclosure sale, N. Jarvis, Jr., Esq., Referee, of one house, with lot 17.3 by 98.9, on East Thirty-ninth street, 225.5 feet west of Third avenue. Also, similar sale, A. H. Wallace, Esq., Referee, of two lots, each 16.9 by 99.11, with improvements, on East One Hundred and Twenty-eighth street, south side, 215 feet east of Fourth avenue.

By William Kennelly, Supreme Court foreclosure sale, William J. Martin, Esq., Referee, of the three-story brick-front and frame house, with lot 25 by 100, No. 107 Sixth street, west side, 150 feet south of Exster street. Also, public auction sale, by order of the Department of Docks, of three years' lease, twenty-seven wooden piers and bulkheads located on the East River, and thirty-two piers and bulkheads situated on the North River. This is a very important auction, and one that should attract the attention of those engaged or interested in shipping matters. Bills containing lists of piers, &c., to be sold can be obtained at the auctioneer's department, or at the auctioneer's office, No. 4 Pine street.

EXCHANGE SALES, WEDNESDAY, MARCH 30.

NEW-YORK.

By A. H. Muller & Son.—Henry R. Remsen Estate.

1 plot, Nos. 11, 13, and 15 East Broadway and Nos. 14, 16 and 18 Catharine st., s. w. corner of streets named, plot leased to May 1, 1879, at $1,360 per annum, the buildings can then be bought on arbitration or the ground released.) One two-story and attic brick house, with lot 29.8 by 54.9, No. 288 Water street, north side, 92.10 feet west of Montgomery street, sold for $3,100, to Wilmar F. McNamara; one three-story brick house, with lot 20.7 by 56.10, No. 284 Water street, next lot but one adjoining above, sold for $3,350, to Nicholas Kane; two two-story and attic brick houses, with lots each 25 by 84.7, Nos. 24 and 26 Rutgers street, west side, 50 feet south of Henry street, sold, No. 24 for $10,050 to James Plunket, and No. 26 for $10,000 to Stephen Lovejoy; one two-story and attic brick house, with lot 27.4 by 99.11, No. 158 Henry street, south side, 251.5 feet west of Rutgers street, sold for $12,000 to Walter Edwards, Jr.; one lot, 20.2 by 112.8, known as No. 164 Cherry street, and Nos. 77, 75, 73, and 71 Market street, north-west corner of streets named, leased to May 1, 1878, at the rate of $650 per annum, buildings not sold with lot,) sold for $16,550 to D. Deter; and premises No. 37 East Twelfth street, north side, 293.8 feet west of Broadway, embracing a lot 23 by 92.8 by 29.1 by 84.7, with a four-story English basement brick house upon the front thereof, and a two-story brick stable in the rear, sold for $23,500 to John Lynch. Messrs. Muller & Son also sold at public auction the three-story and basement brick house, 20 by 40, with lot 61 feet deep, No. 28 Third street, south side, between the Bowery and Second avenue, for $10,050, to A. Reidshard. The same firm also sold, by order of the Sheriff Court, in partition, Joseph S. Bosworth, Esq., Referee, the two-story brick house, with lot 20 by 49.4, No. 24 East Twenty-fourth street, south side, 80 feet west of Fourth avenue, for $10,625, to Elizabeth R. Cogswell, plaintiff in the legal action. The same auctioneers also sold, by order of the Supreme Court, in foreclosure, Thomas Boese, Esq., Referee, a four-story brick house, renting for $1,300 per annum, with lot 25 by 75, on Second avenue, west side, 80.4 feet south of Forty-third street, for 29,950, the buyer being W. G. Ammon, for Ransom Parker, Jr., the owner of a second mortgage on the property. The total value of the property belonging to the Remsen estate sold amounted to $119,150.

Richard V. Harnett, at public auction, sold the three-story and basement frame house, with lot 28 by 92, No. 157 East Sixteenth street, north side, 103.4 feet east of Irving place, for $17,500, to Theodore Weed. The legal sale, by the same auctioneer, of lots on One Hundred and Fifty-second street and One Hundred and Fifty-third street, west of Tenth avenue, was adjourned to April 6.

A. J. Bleecker & Son, also at public auction, sold the three-story and basement brick house, with lot 15.9 by 92.9, No. 265 West Twenty-second street, south side, 225 feet east of Eighth avenue, for $15,000, to Herman Schnepel. The property located at Bayonne, N. J., failed for sale by the same firm, was knocked down for $25,000, but not sold.

William Kemp, Jr., by order of the Supreme Court, in foreclosure, under the direction of R. F. Farrell, Esq., Referee, sold a four-story brick factory, with plot 50.5 by 99.9, on East Twenty-ninth street, south side, 90 feet east of Third avenue, for $45,000 over and above mortgage, with interest amounting to $12,500; total, $20,500. Purchaser, Emanuel Lehman, a plaintiff in the foreclosure suit.

O. G. Bennett, to settle a partnership interest, sold the three-story and basement brown-stone house, with lot 20 by 100, No. 237 East One Hundred and Twenty-fourth street, north side, between Second and Third avenues, for $12,250 to William Doolittle. The other houses scheduled for sale on the same hill, were knocked down as follows: No. 315 West Fifty-eighth street, west of Eighth avenue, a four-story-and-cellar front house, 20 by 55, with lot 100 feet deep, sold for $20,100; No. 320 West Fifty-eighth street, a similar house and lot adjoining above, $20,500; No. 322 West Thirty-fourth street, east of Tenth avenue, a brown-stone-front house, 19.4 by 85, with lot 98 feet deep, $16,000, and No. 66 East One Hundred and Twenty-fourth street, between Madison and Fourth avenues, a brown-stone-front house, 16.8 by 75, with lot 100 feet deep, $13,000. Subsequent to the auction we were informed by the auctioneer that it was expected that contracts for the transfer of the title to three houses, at the prices noted, would be entered into within a few days.

E. H. Ludlow & Co. offered at public auction at an upset price the three-story and basement brick house 20.10 by 45, with lot 100.5 feet deep, No. 232 East Fiftieth street, east of Third avenue, but bids amounting to only $12,750 being received, the property was withdrawn. The sale by the same firm of the house and lot No. 54 West Ninth street, east of Sixth avenue, was adjourned to April 6, and in the matter of the legal sale of two lots on Fourth avenue, north-east corner of One Hundred and Twenty-sixth street, it was announced that the foreclosure suit had been settled. Nothing further worthy of note occurred.

We would call special attention to the proposed sale at private contract, by V. K. Stevenson, Jr., No. 11 Pine street, of the very desirable residence No. 19 East Forty-eighth street. A full notice truthfully setting forth the attractions of the property has appeared in our business columns for the past three days.

TO-DAY'S AUCTIONS.

To-day's sales, as noticed to take place at the Exchange, are as follows:

By E. H. Lawrence & Co., Supreme Court foreclosure sale, Thomas H. Langdon, Esq., Referee, of one four-story Mansard-roof iron-front building, with plot 51 by 98.9, on East Thirty-fourth street, 180 feet east of Third avenue, known as "Glass Hall."

By Peter F. Meyer, Supreme Court foreclosure sale, William Sinclair, Esq., Referee, of one five-story and basement brick double tenement-house, with lot 25 by 99.9, on West Fortieth street, south side, 375 feet east of Tenth avenue.

By Hugh N. Camp, Supreme Court foreclosure sale, G. A. Whitehead, Esq., Referee, of the brick store, with lot 23.7 by 101, No. 228 Pearl street, east side, about 60 feet north of Fletcher street.

By James M. Miller, Supreme Court foreclosure sale, N. Jarvis, Jr., Esq., Referee, of one house, with lot 17.3 by 98.9, on East Thirty-ninth street, 225.5 feet west of Third avenue. Also, similar sale, A. H. Wallace, Esq., Referee, of two lots, each 16.9 by 99.11, with improvements, on East One Hundred and Twenty-eighth street, south side, 215 feet east of Fourth avenue.

By William Kennelly, Supreme Court foreclosure sale, William J. Martin, Esq., Referee, of the three-story brick-front and frame house, with lot 25 by 100, No. 107 Sixth street, west side, 150 feet south of Exster street. Also, public auction sale, by order of the Department of Docks, of three years' lease, twenty-seven wooden piers and bulkheads located on the East River, and thirty-two piers and bulkheads situated on the North River. This is a very important auction, and one that should attract the attention of those engaged or interested in shipping matters. Bills containing lists of piers, &c., to be sold can be obtained at the auctioneer's department, or at the auctioneer's office, No. 4 Pine street.

EXCHANGE SALES, WEDNESDAY, MARCH 30.

NEW-YORK.

By A. H. Muller & Son.—Henry R. Remsen Estate.

1 plot, Nos. 11, 13, and 15 East Broadway and Nos. 14, 16 and 18 Catharine st., s. w. corner of streets named, plot leased to May 1, 1879, at $1,360 per annum. The

LOCAL MISCELLANY.

THE HEALTH DEPARTMENT.

OPPOSITION TO THE PROPOSED ABATTOIR—HEARING BEFORE THE BOARD OF HEALTH—REPORTS FROM DR. HARRIS AND DR. DAY.

At the meeting of the Board of Health yesterday afternoon a hearing was given to those persons who pretest against the proposed erection of an abattoir, on an improved plan, by the Union Stock Yard Company on Fifty-eighth and Fifty-ninth streets, between Tenth avenue and the North River. Mr. Lewis L. Delafield represented the Trustees of Roosevelt Hospital, and the meeting room of the board was filled by property owners in the vicinity of the proposed abattoir. A committee, representing St. Paul's Roman Catholic Church, consisting of Messrs. George V. Hecker, John M. Conway, John Morgan, Thomas S. Brennan, Alexander Spaulding, Charles Hassell, Thomas O'Callaghan, John Sherman, Hugh Hardman, James Slattery, John Kavanagh, Frank C. Travers, George Hughes, James C. Campbell, George Fox, Patrick Morgan, Francis Martin, Michael McCarthy, William Hallen, Peter Masterson, Michael Tracey, Roswell D. Hatch, Z. G. Halpin, Thomas J. O'Brien, and others also appeared to enter their protest against the proposed building. Several of the gentlemen who addressed the board stated that the property in the vicinity, of which it was proposed to locate this abattoir was a choice part of the City. The owners of the property had paid heavy taxes and assessments to improve the neighborhood, and just as their property is becoming valuable and promises a return for their outlay the project of locating an abattoir there is broached, and their property at once depreciates. The erection of the abattoir would drive the people from the neighborhood, and compel the present owners of the property to sell at a ruinous sacrifice. Mr. Martin, Secretary of the company who propose to erect the abattoir, also addressed the Board and said that a great deal of unnecessary excitement had been occasioned among the property-owners on the west side of the City. It was proposed by the company to erect this abattoir and so conduct the business, that no nuisance can possibly be created by it. The business of slaughtering and rendering was to be conducted on the most improved plans, under the supervision of the Sanitary Inspectors of the Health Department, and everything would be done to prevent the escape of any disagreeable odors or unpleasant sights. The erection of the abattoir, it was claimed, would not cause any more depreciation in the value of the property in the immediate vicinity than would the erection of a warehouse or factory. After listening to arguments in favor and against the further hearing in the matter was adjourned for two weeks.

Dr. Day, Sanitary Superintendent, presented the following comparative statement of contagious diseases for the past two weeks:

Week ending March 20: Typhus fever, 1; typhoid fever, 3; scarlet fever, 44; measles, 1; diphtheria, 88; small-pox, 53; cereb o-spinal meningitis, 1.

Week ending March 27: Typhus fever, 1; typhoid fever, 3; scarlet fever, 44; diphtheria, 63; small-pox, 49; cerebo-spinal meningitis, 0.

There was a decrease last week in the cases of diphtheria from 88 to 63, and small-pox decreased from 53 to 49. During the past week the Disinfecting Corps have visited 66 dwellings where contagious diseases were found, and have disinfected and fumigated 38 houses, 38 privy sinks, together with clothing, bedding, &c.

Twenty-nine persons sick with small-pox were removed to the hospital and 3 dead bodies to the Morgue by the Ambulance Corps.

Dr. Harris, Register of Vital Statistics, presented the following:

The total number of deaths reported in this City during the week ending on the 27th inst. was 605. The total number verified for the week ending on the 20th inst. was 564. The increase last week occurred chiefly in hospitals, and in infants under one year of age. Though there were 157 deaths of infants under a year old registered last week, against 113 in the previous week, there was a decrease in the fatality of the contagious diseases of childhood, except in scarlatina, small-pox, and whooping-cough, each of which gave some increased mortality. The death-rate in the week ending on the 20th inst. was equal to 28.59 per 1,000 yearly, and last week was at 30.25 per 1,000. The mean temperature was 31.2 Fahrenheit last week, and 32.1° in the previous week. The mean for the first four weeks of March is 31.9°. During these four weeks there were 407 deaths charged to pulmonary phthisis, 340 to pneumonia, and 124 to bronchitis.

AN ADROIT SWINDLER.

THE LATEST DODGE OF A CLEVER CONFIDENCE MAN—CHARITABLE CITY MERCHANTS VICTIMIZED—A DISTANT RELATIVE MODEST BUT IMPECUNIOUS.

The attention of the Police is called to the fact that during the past fortnight an accomplished swindler of the "confidence" type has made many victims among the merchants of this City. This rogue, whose ability and address are deserving of a better use and fortune, is about thirty years old, five feet ten inches in height, brown hair and mustache, and weighs about 160 pounds. His style of work is as follows: He enters the warehouse of Messrs. W. C. Cartwright & Co. His manner is diffident and unobtrusive as he asks for Mr. Cartwright. He asks Mr. Cartwright if he knows a Mr. J. C. Cartwright. Whether answered yes or no matters little. Not being one of the Smiths, Browns, or Robinsons, Mr. W. C. Cartwright naturally makes some remark regarding the personality of J. C. Cartwright. The swindler at once says that J. C. Cartwright is a brother of his who left home, in Kenosha, Wis., or some other place, two months ago, and has not been heard of since. He then says that he has just arrived from Kenosha and is going to Syracuse, where it so happens that Mr. W. C. Cartwright has relatives, to see a wealthy uncle and a grandfather, the last being over ninety years old. The name Syracuse and the similarity of the names Cartwright, interest Mr. W. C. Cartwright, and he listens while the swindler tells him with tears in his eyes of the lovely home he had in Kenosha, Wis., until last year his father went into an unlucky lumber speculation at Green Bay, Wis., lost every dollar in the world, sickened, and died. During the delivery of the story by the swindler, he adroitly introduces the names of relatives of Mr. W. C. Cartwright, living in various parts of the country, thus giving the impression that he is a distant relative of Mr. W. C. Cartwright. When he cries over his father's death he holds his hat before his face, and Mr. W. C. Cartwright sees the crape on it. Then he goes in for business. If he could only get to Syracuse he would be all right. His rich uncle and grandfather would forever take care of him. By this time Mr. W. C. Cartwright has grown sympathetic. "But," says the swindler, "I have been to the ticket office and they told me it was $6 10 to go to Syracuse, and I have only $3 50. Is it very far to Syracuse, for I will have to walk." By this time Mr. W. C. Cartwright's nature has become changed, the tenderest emotions of his heart are brought into full play, he jumps from his chair, brings out his pocket-book, and says, "No, my poor boy, you shan't walk; here's a $5 bill for you." The swindler seems half averse to receive it; it lingers in his hand before it reaches his pocket; he leaves Mr. Cartwright his name, and that of his rich uncle and grandfather; says he will send a Post Office order for the $5, though that will never express his thanks, and goes out with tears in his eyes and his crape-covered hat on his head. Mr. Cartwright goes home and tells his wife of the extraordinary manner in which he met a poor relative and was able to assist him. Now this young man is so clever that he ought to be caught, if only to find out who he is. He gathers particulars regarding the family relatives of the merchants before he calls and swindles them. Sometimes he is on his way to Syracuse, while on other occasions he is bound for Newburyport, Mass. In any event, he rarely fails in extracting $5 or $10 as the product of his industry.

ARREST OF A LONDON EMBEZZLER.

Yesterday morning Detective Spittle, of the London Police, accompanied by a member of the Brooklyn Detective force, arrested William H. Neeves, in Myrtle avenue, Brooklyn, on a charge of embezzlement. Neeves was formerly a clerk in the firm of Messrs. Higgins, Egan & Co., of Canon street, London, and some three or four months ago he absconded from his employers, taking with him the sum of £500. He succeeded in making his escape by one of the ocean steamers sailing from Liverpool to New-York. The London Police became aware of the fact and sent Detective Spittle here to secure his arrest. When taken into custody Neeves expressed his willingness to return to London with Spittle, and at noon both sailed for Liverpool in the steam-ship Wisconsin of the Williams and Guion Line. No portion of the money was found in his possession.

HOW DANIEL DREW IS MISSED.

Uncle Daniel Drew was nowhere to be found around Wall or Broad street yesterday forenoon. Those who had been bulling gold became anxious as time wore on, and the market fell steadily peg by peg, and Uncle Daniel did not put in an appearance. At length, a telegram was received from Drew by Dickerson & Co., stating that he was too weak to come down, and asking them to notify Robinson, Chase & Co., his regular brokers, to take care of his "calls" in Wabash. When this singularly roundabout method of giving an order leaked out, anxiety developed into consternation, and this into a panic when it became known that Robinson, Chase & Co. refused to take the responsibility except upon a personal order from Mr. Drew in his own handwriting. They gave out that they had sent a messenger for such an order, but nobody believed them. The cry went up that Drew was at his old tricks; that he had quietly withdrawn from the gold pool and had left his partners in the lurch. Thus was his absence from the street satisfactorily explained, as it was known already that somebody had been selling gold heavily on the previous day, and his illness was looked upon as a pretense. The news had the effect of knocking the bottom out of the gold pool, and the stock market was also considerably affected. As if in confirmation of the theory of the street, Messrs. Robinson, Chase & Co. received no written order from Mr. Drew up to the closing hour. Subsequently, however, Mr. Drew telegraphed them that he would be down to-day, and would look after his Wabash himself. The singed bulls have no doubt that he will. They say that there is no reason why he should remain away any longer, the mischief having been accomplished.

THE LIFE INSURANCE COMPANIES.

THE RESOLUTION OF ASSEMBLYMAN LINCOLN—STATEMENT OF PRESIDENT FURBER, OF THE NORTH AMERICAN, IN REPLY—DEFICIENCES IN THE ASSETS OF THE GUARDIAN AND NORTH AMERICAN COMPANIES.

The resolution offered on Monday in the Assembly by Mr. Lincoln, of Ontario, directing the Committee on Insurance to investigate the affairs of the World, Government Security, North American, Guardian, Mutual, and Universal Life Insurance Companies of this City, caused considerable activity among the officers of those companies yesterday. Mr. H. J. Furber, President of the North American Life Insurance Company, yesterday made the following statement to a TIMES reporter:

About a year ago the attention of the officers and Directors of the Universal Life Insurance Company was called to the condition of the Guardian Life Insurance Company, and after careful examination into the affairs of the company found that there was a technical deficiency in its assets as compared with its liabilities of about $600,000. It was a company that had assets amounting to $3,500,000; $28,000,000 at risk and 12,000 policies. This business had been built up at great expense.

The question presented to the friends of the Universal Life Insurance Company was whether the Guardian Life Insurance Company should be allowed to go into the hands of a Receiver, or whether the company should be rendered sound and solvent and the policy-holders protected in their insurance, which could only be done by outside parties making up the deficiency of $600,000 which existed in the assets of the company.

After careful consideration of the whole matter, certain parties interested in the Universal Life Insurance Company came forward and put into the Guardian $600,000 to make it sound and solvent. During the past year by careful management of the business of the company over $400,000 of the gap which existed in its affairs at the time we became connected with it has been filled, and within the next few months the total deficiency will be made good by the continuation of this management. In the month of September last our attention was called to the North American Life Insurance Company, which had previously reinsured the Government Security, and upon investigation it was found that after rejecting the assets which were not admitted as assets by the Insurance Department, a deficiency of about $500,000 existed. The same question presented itself to the parties connected with the Universal, in connection with this company, which had previously been considered and decided in connection with the Guardian Insurance Company.

Outside parties interested in the Universal made good this deficiency in the North American, and assumed the management of the company.

During the past five months, by careful management, $400,000 of this deficiency has been made good, and within the next sixty days the whole gap will be filled.

While it is possible that in the past management of these companies things have been done which ought not to have been done, and which tended to bring the companies to the condition in which we found them, we claim that for these errors in management we are not responsible—in fact, it was to correct these evils and save the policy-holders from the effect that we assumed the management of these companies.

For the management of these companies since they have been under our control we are responsible, and hold ourselves amenable to the policy-holders, and are ready at any time, and all times, to exhibit to any policy-holder of the company a statement of what we have done and how we have done it, and feel assured that every candid man will be satisfied with our management and its results. We must confess that we are at a loss to understand the necessity of any such action on the part of either branch of the Legislature.

We have a Superintendent of Insurance who is empowered by law, in fact it is made his duty by express statute, to look after the affairs of life insurance companies. He has before him the sworn statements, as of the 1st of January, showing the condition of these several companies. If there is anything in any of these statements which is not satisfactory to him, it is his privilege and his duty to inquire into the condition of the company, and he has full and ample power to take such steps, in connection with the companies, as shall be most efficient to correct any evils existing therein. We believe that no one has ever questioned the integrity or the ability of the present Superintendent to discharge the duties which are imposed upon him by law, and under these circumstances we must reiterate our former statement that we can see no necessity for an action of this kind.

The satisfactory results which have been attained under the present management of these companies have not resulted from what is commonly known as the "freezing out process," or forfeiting of policies; on the contrary, every encouragement and inducement has been held out to the policy-holders of these companies to continue their insurance. In other words, we have exerted ourselves to the very best of our ability to save the business, for it was the business we wanted to secure by these operations.

THE LADIES OF MEDICINE.

GRADUATES FROM THE WOMAN'S MEDICAL COLLEGE—HEARTY ADDRESS BY REV. DR. HENRY C. POTTER.

The Commencement exercises of the Woman's Medical College of the New-York Infirmary were held last evening at Union League Hall. The little theatre was filled to its utmost capacity with those interested in the institution and the friends of the three ladies composing the graduating class. These were Mesdames R. A. Gardiner, A. D. M. Kelsey, and Sarah J. Anderson. The exercises were begun by the conferring of degrees by Dr. Emily Blackwell, the Secretary of the Faculty, after which Rev. Dr. Henry C. Potter, Rector of Grace Church, delivered an address. He rejoiced, he said, to have an opportunity to give expression to feelings of sympathy for a cause which because misunderstood, was not very popular. The reception given to women as doctors of medicine was analagous to that accorded to Dr. Kenealy by the British Parliament, and the sympathy felt for them arose from a source like that which gathered around the claimant's counsel 20,000 persons in London a few days ago. Dr. Kenealy might be, and undoubtedly was, a very ridiculous personage, but that in itself was not sufficient to render pardonable the shouts of scoffing laughter that greeted his entrance to the House of Commons. The conception of a woman doctor was ridiculed, and people were ready to dismiss the entire question with derisive laughter. Granting that there was room for laughter, he yet held that the cause which could new triumph over it was indeed fit to be ridiculed. The truth and merits of the project of educating women as physicians were openly manifest in the very fact that there does not exist a human being that would not prefer in sickness and disease the hand and heart and vigilance of a woman rather than the hand and heart and untiring dilience of the most learned male practitioner. That woman, then, with all her natural endowments and adaptabilty, should be denied position in medical science was the comical feature of the whole question. Nobody pretended that anything but pure heroism actuated Florence Nightingale in her mission to the sick and wounded on the battle field and in the hospitals, but if she had been presented with a degree of doctor of medicine, she would in all probability have been mocked because she desired to add an exact and right culture to her natural endowments. The illiberality of the so-called dark ages is often alluded to, but it is nevertheless well known that in the twelfth, thirteenth, and fourteenth centuries women occupied chairs in the Boulogne, Paris, and other universities. This is the nineteeth century, the period of boasted liberality in thought and action, and yet no such recognition in the sciences is granted woman as in the days of old. Because of the broad prejudice that existed against the Woman's Medical College, he felt it his duty to express his acknowledgments that some were willing to recognize its worth, and that there were signs of an approaching period when the prejudice of the present would be among the worn out rubbish of the past. At the conclusion of the address the graduates were presented with handsome floral gifts. Rev. T. C. Trowbridge, of Asia Minor, delivered an address on the influence of the medical science in ameliorating the barbarism of savage nations. The exercises ended with the valedictory by Miss A. D. M. Kelsey.

ST. ANN'S CHURCH FAIR.

A grand fair, given by the ladies of St. Ann's Roman Catholic Church, in East Twelfth street, to assist in paying the debt upon the church property and the parochial school, will be held at Ferrero's Assembly Rooms, Tammany building, beginning this evening, and continuing every day from 11 A. M. to 10 P. M., until April 17. Much careful attention has been paid by the ladies to the dressing of the tables and to the management of the refreshment room, which will be made a special feature of the entertainment. Music will be furnished every evening by the band of the Seventh Regiment.

A CALL TO THE MADISON SQUARE PULPIT.

At a meeting of the members of the Madison Square Presbyterian Church on Monday evening the call extended to Rev. W. J. Tucker, of Manchester, N. H., to the pastorate left vacant by the resignation of Rev. Dr. William Adams, was renewed. The action which led to the choice was unanimous, and under this circumstance it is deemed probable that the call will be accepted. Rev. Mr. Tucker is a graduate of Dartmouth College and Andover Theological Seminary. He is a young man who has met with very great success during his stay of eight years at Manchester. He recently resigned his pastorate there because the church building was too small to accommodate the people whom his preaching called together, and his request for its enlargement had been disregarded. During the past few years he has declined several flattering calls to larger cities, as he did the first invitation of the Madison Square Church.

THE EASTER ELECTIONS.

In additon to the annual elections in the Protestant Episcopal Churches, published yesterday, the following have been announced:

CHURCH OF THE HEAVENLY REST.

Wardens—O. P. Dorman and Watson J. Hildreth.
Vestrymen—E. H. Tompkins, Philip Kissam, A. S. Richards, Col. James Price, Charles S. Fischer, Jr., Col. Benjamin A. Willis, Montgomery H. Throop, Elbridge T. Gerry.

WAINWRIGHT MEMORIAL CHURCH.

Wardens—H. R. Searles and Robert Lawson.
Vestrymen—M. F. Schuerman, John Ollmore, John T. Lockman, P. F. Spaulding, J. H. Corey, D. J. Coster, T. G. Pratt, R. Buss.

CALVARY CHURCH.

Wardens—William Niblo and William Scott.
Vestrymen—William W. Wright, William Lottimer, Frederick S. Winston, Samuel B. Ruggles, Jacob Wendell, James Emott, Samuel D. Babcock, Daniel Huntington.

ST. BARTHOLOMEW'S CHURCH.

Wardens—Jacob Reese and James A. Roosevelt.
Vestrymen—William H. Appleton, George G. Kellogg, Edward Matthews, William H. Vanderbilt, Stephen A. Main, Alfred M. Hoyt, D. Henry Haight, George D. H. Gillespie.

ST. MARK'S CHURCH.

Wardens—Henry B. Renwick and P. C. Schuyler.
Vestrymen—William Remsen, William H. Scott, James Purdon, Edward Osthout, N. W. Stuyves nt Catlin, Rutherford Stuyvesant, Evert C. Duyckinck, Allen I. Cuming.

ST THOMAS' CHURCH.

Wardens—Lyman Denison and Edward M. Willett.
Vestrymen—Daniel T. Hoag, John H. Watson, James C. Pargo, William H. Lee, William I. Peake, George M. Miller, Joseph M. Cooper, Jacob Halsted.

ST. GEORGE'S CHURCH.

Wardens—Charles Tracey and David Down.
Vestrymen—William T. Blodgett, J. Pierpont Morgan, David J. Ely, Harvey Spencer, Henry P. Marshall, John N. Stearns, J. M. McJimsey, John D. Wood.

CHURCH OF THE ATONEMENT.

Wardens—Samuel Hawk and Edward C. Bogert.
Vestrymen—William Crayton, F. R. Townsend, Woodruff Sutton, E. H. Allen, Jr., C. B. Stockwell, Joseph Hall, P. H. Kingsland, Frederick Nelson.

ALL ANGELS CHURCH.

Wardens—W. C. Wannenburg and Dr. James L. Adams.
Vestrymen—David M. Holmes, E. M. Duncan, John E. Atkins, Thomas H. Barinton, George H. Pell, George M. Swords, James M. Smith, Clifford Evans.

TRINITY CHURCH.

Wardens—George Templeton Strong and Samuel T. Skidmore.
Vestrymen—John A. Dix, Cyrus Curtis, Gouverneur M. Ogden, John H. Swift, John J. Cisco, Adam Tredwell Sackett, Benjamin R. Winthrop, Nicholas F. Palmer, John Jacob Astor, Nathaniel P. Hosack, Stephen P. Nash, Allan Campbell, Daniel H. Arnold, Cornelius V. B. Ostrander, Henri M. Braem, Henry Drisler, Cambridge Livingston, Charles H. Contoit, John H. Caswell, George Wilkes, M. D.

Trinity Parish includes Trinity Church, St. Paul's, St. John's, and Trinity Chapels.

CHURCH OF THE HOLY TRINITY.

Wardens—Robert Dumont and S. Henry Hurd.
Vestrymen—J. Nelson Tappan, E. R. Tremain, Effingham H. Nichols, William L. Andrews, Rufus M. Brundige, Julius Wadsworth, Samuel W. Torrey, W. H. Akin.

ST. ANN'S CHURCH FOR DEAF MUTES.

Wardens—D. C. Murray and P. P. Dickinson.
Vestrymen—W. O. Fitzgerald, W. W. Wait, J. C. Tracy, O. L. Stewart, H. J. Haight, D. P. Lord, W. H. Wisner, J. H. Holmes.

HOLY TRINITY, HARLEM.

Wardens—Benjamin C. Paddock and Frederick Tinson.
Vestrymen—Charles F. Alvord, Joshua C. Bates, John L. Daniels, John Lowry, Stephen G. Searls, Henry K. Motley, George W. Debevoise, William Calhoun.

CHURCH OF THE ASCENSION, STATEN ISLAND.

Wardens—Senior Warden, Erastus Brooks; Junior Warden, Sidney D. Roberts.
Vestrymen—Richard C. Smythe, William Harman Brown, George H. Wooster, Nicoll Floyd, John W. Simonson.

IN BROOKLYN.

CHURCH OF THE REDEEMER.

Wardens—Daniel A. Smith and John A. Tucker.
Vestrymen—William Harris, Jesse Johnson, Chester B. Lawrence, Frederick C. Merry, Richard P. Bruff, H. Audley Clarke, Guilford W. Chace, Charles H. Oley.

ST. ANN'S ON THE HEIGHTS.

Wardens—Thomas Messenger and H. P. Morgan.
Vestrymen—Jesse C. Smith, A. H. DeWitt, William Gilfillan, George W. Gibbs, F. S. Sinclaire, A. V. B. Van Dyck, A. C. Keeney.

EMANUEL CHURCH.

Wardens—James W. Whitney and Henry Dudley.
Vestrymen—David Hall, D. C. Hewson, A. G. Dooley, W. D. Lockwood, John Clarke, Frederick A. Yenni, A. L. King, Dewitt C. Brown.

ST. THOMAS MISSION CHAPEL.

This society is on Bushwick avenue, corner Cooper avenue, and, being a mission, has no vestry. Mr. Cornelius L. Twing is acting as lay reader. He is a candidate for Holy Orders, will be ordained in May, and will then become Rector of this station. A house is being built on a lot close to the chapel, where Mr. Twing will reside after May 1.

ST. MARK'S CHURCH.

Wardens—B. Coles and L. J. Burtis.
Vestrymen—Daniel A. Nash, M. Pettit, William H. Stringer, William Shaw, Alexander M. Garvey, A. L. Hyde, C. J. Campbell, William Johnson.

ST. PETER'S CHURCH.

Wardens—Henry G. Nichols and John T. Walker.
Vestrymen—Donald Cameron, Silas M. Giddings, James S. Connell, James H. Hawley, William B. Hunter, George T. G. White, Tyler W. Parker, William F. Tiernan.

ST. BARNABAS' CHURCH.

Wardens—D. C. Van Bokkelen and William H. Chapman.
Vestrymen—Henry Ackerman, Wilson Bohannan, William Henderson, Edward T. Boag, R. H. W. Rowe, Charles E. Emery, Joseph D. Robinson, J. J. Lamadrid, M. D.

ST. MATHEW'S CHURCH.

Wardens—George Hogg and John M. Phelps.
Vestrymen—James Lock, Harvey Major, Nelson Thompson, B. J. Hathaway, Joseph N. Hibbler, James Ager, Charles A. Peck, George R. Fowler, M. D.

ZION CHURCH, (GREENBURG.)

Wardens—S. Taylor and John B. Kitching.
Vestrymen—Warner D. Hatch, Augustine Smith, Charles A. Coe, Richard L. Campbell, S. G. Dorland, Edward R. Satterlee, J. W. S. Brnshaw, Daniel A. Lindley.

TRINITY CHURCH, ELIZABETH, N. J.

Wardens—A. A. Ward, and R. C. Helfenstein.
Vestrymen—Benjamin Smith, Dr. J. O. Pinneo, S. H. Pendleton, J. Haig, G. De P. Arden, William Telland, H. Batjer, C. C. Sarzent.

CHURCH OF THE BENEDICTION, RICHMOND HILL, LONG ISLAND.

Wardens—Robert Pash, and Edwin O. Perrin.
Vestrymen—Orlow W. Graves, George E. Newcomb, Wickliff N. Crane, George Ridgood, John H. Newcomb, Charles Fleury, Nelli A. Bronsen, William F. Bronsen.

TRINITY CHURCH, MT. VERNON.

Wardens—Edward Martin and William A. Seaver.
Vestrymen—S. O. Howe, James H. Jenkins, George H. Cameron, Alfred Starr, Gideon D. Pond, J. H. Jennings, George Gill, W. A. Anderson.

OPENING DAY AT LORD & TAYLOR'S.

Many novelties were on view at the opening of Lord & Taylor yesterday, but, in consequence of the crowd and of the eagerness of ladies to have a glance at everything, it was impossible to have a satisfactory look at the new modes. The dress department was especially favored by the fair sex. Among the few toilets of which a glimpse was gotten was a sky-blue silk, richly trimmed with white lace; the borders were embroidered with white flowers and brown and golden leaves. Down the back of the train skirt hung a long spray of pink roses. The waist was adorned with a tulle fichu. Another silk suit was made with a very long train skirt, plaited at the top, and shirred and finished at the bottom with flounces. It had a shirred scarf apron trimmed with fringe. The basque waist was shirred up the front and the sleeves were also shirred. There was a large assortment of cachemire and silk cuirasses. One of these was covered with steel beads and had an apron to match. Many black and white lace shawls, and sacques of the same material, were exhibited. In the bonnet department we saw many pretty combinations of colors, but with the little facility afforded to examine them closely as complete a description as they undoubtedly merited cannot now be given. One of them, viewed from afar, appeared to be black felt. It was surrounded by a white broché scarf, and there were loops in front and a bird's wing. The flowers underneath were white. Another in the same style had pink flowers outside and inside. A white chip was tastefully trimmed in front with loops of lilac ribbon and fine lilac flowers; flowers were also on the inside, these being darker in shade than the ribbon. A plain piece of black ribbon velvet encircled the crown. A black lace bonnet had poppies on the top of the crown, and long illusion strings. There were several bonnets trimmed with sky blue and canary color. We regret that we cannot give a more extended notice of the many varied combinations of colors and materials and the different forms of bonnets, but the opportunities afforded for so doing were too slender to allow the gathering of details.

ARRIVALS AT THE HOTELS.

Senator John H. Mitchell, of Oregon, is at the Gilsey House.

Senator Theodore F. Randolph, of New-Jersey, is at the New-York Hotel.

Hon. Nathaniel Wheeler and William D. Bishop, of Connecticut, are at the Union Square Hotel.

John S. Barbour and Peyton Randolph, of Virginia, are at the Metropolitan Hotel.

N. R. O'Conor, Secretary of the British Legation at Washington, is at the Westmoreland Hotel.

Senator Morgan C. Hamilton, of Texas; Director General Alfred T. Goshorn, of the Centennial Commission, and J. N. McCullough, of Pittsburg, are at the St. Nicholas Hotel.

Judge George F. Comstock, of Syracuse; Collector James F. Casey, of New-Orleans; Hon. Robert S. Hale, of Elisabethtown, N. Y.; Major Peter C. Haina, United States Army; Congressman W. H. Barnum, of Connecticut, and Franklin Haven, of Boston, are at the Fifth Avenue Hotel.

CITY AND SUBURBAN NEWS.

NEW-YORK.

Mayor Wickham signed a number of warrants yesterday for the various departments.

The attaches of Barnum's Hippodrome will give their second annual ball at Irving Hall this evening.

The lady friends of Troops F and G, Third Regiment Cavalry, held a reception at the Germania Assembly Rooms last evening.

The Easter festival of the Home for the Blind will be held at the "Home," No. 219 West Fourteenth street, on Thursday, April 1, from 11 A. M. to 10 P. M.

The twenty-seventh anniversary of the advent of modern Spiritualism will be celebrated at Republican Hall, No. 55 West Thirty-third street, to-day at 2:30 P. M.

The Lady Washington Tea Party, in aid of "The Sheltering Arms," will be continued this evening at the armory corner of Broadway and Thirty-fifth street.

Prof. Goodyear will deliver the fifth lecture of the free course for young women on Monday evening, April 12, before the Young Ladies' Christian Association, No. 64 Irving place, on the subject of "Art."

Francis McCaffrey, aged five years, of No. 219 Avenue A, while playing on the roof of the five-story building No. 265 William street, fell to the yard and fractured his right thigh. He was taken to the Hospital.

Mr. Duncan R. Norvell, Secretary of the Shipowners' Association, started for Albany yesterday to oppose the bill giving the Dock Commissioners control of the wharves and slips, to which an amendment has recently been made.

William Meckel, a German piano-maker, forty years old, shot himself at his residence, No. 63 Third street, yesterday. He had been sick and out of work for a long time, and became very despondent. Coroner Woltman will hold an inquest.

The civil and criminal courts in the Fifty-seventh Street Court-house adjourned at an early hour yesterday afternoon to enable the clerks and officers to attend the funeral of J. dge Stemmler, late Justice of the Seventh Judicial District.

The thirty-eighth regular meeting of the Young Men's Woman Suffrage League will take place this evening at 8 o'clock at Room No. 24 Cooper Institute. Addresses will be delivered by Messrs. Clinton Roosevelt and Waldorf H. Phillips.

John Hyde, aged fifteen, of Fifty-eighth street and Seventh avenue, was run over by locomotive No. 12 of the Hudson River Railroad at Thirty-ninth street and Eleventh avenue, yesterday, and had his right leg cut off. He was sent to Bellevue Hospital.

Yesterday's foreign mail consisted of 29,520 letters and 44 bags of newspapers, of which the Wisconsin took 24,820 letters and 40 bags, and the City of Merida 4,700 letters and 4 bags. The Wisconsin also took the trans-continental New-Zealand mail.

Messrs. George A. Leavitt & Co. announce the sale on the evenings of April 7 and 8 of the valuable pictures of Mr. George H. Andrews. Paintings by Jerome Thompson, Casilear, De Haas, Tait, Koek-Koek, and J. and W. Hart, will be included in the sale.

The German Republican Association of the Second Assembly District held a regular meeting at No. 8 Dnane street last evening, Mr. Philip Betz in the chair. The recent action of the Central Committee was indorsed, and after some routine business adjournment took place.

The regular monthly reception of the Young Ladies' Christian Association was held last evening at the rooms, No. 64 Irving place. An attractive literary programme was presented, in which Mrs. George Vandenhoff and Miss Henrietta Beebe took prominent parts.

Commissioner Porter has appointed Mr. Thomas O'Callaghan to the office of Superintendent of Lamps and Gas. The salary is $2,700 a year. Mr. O'Callaghan is Chairman of the Tammany committee of the Nineteenth District. He was formerly a member of the Assembly.

The Wolfschiucht Society, a German choral and dramatic organization, gave a dramatic performance at the Stadt Theatre a few days ago for the benefit of the poor, which yielded a surplus of $418 24. Provisions will be distributed to-day and to-morrow at No. 5 Bayard street.

In the case of the boy Richard Tuley, killed a few days ago by an elevator falling on his head in the new building of the Western Union Telegraph Company, the Coroner's jury censured the company for not having the entrances to the elevator shaft properly guarded, and the elevator secured.

Mr. Henry Varley will preach this evening in the Church of the Holy Trinity, corner Forty-second street and Madison avenue. His Bible reading will be held this afternoon in the Church of the Covenant, Thirty-fifth street and Park avenue. Sunday evening he preaches again in the Rink.

The annual Easter festival of the St. Nicholas Society was held last evening at Delmonico's, in Fourteenth street, Mr. Swords presiding. Toasts were drank, and several speeches made. Among those present were J. McLean, G. W. McLean, R. I. Remsen, C. Vanderbilt, Jr., C. Norwood, Jr., and W. Vermilye.

The sale of twenty-seven piers and bulkheads on the East River and thirty-two on the North River will take place to-day at noon, by order of the Department of Docks, the sale being for the term of three years from May 1, proximo. The purchaser obtains the right to collect and retain all wharfage which shall accrue from the use of these piers by vessels of more than five tons burden.

Assistant District Attorney Daniel G. Rollins, who is just recovering from an attack of diphtheria, sailed for Havana yesterday, on a two weeks' tour, for the benefit of his health. District Attorney Phelps, Assistant District Attorney Nolan, and Chief Clerk Clark escorted Mr. Rollins on board the Havana steamer City of Merida. Assistant District Attorney Lyon also sailed for Havana in the City of Merida.

Mr. Henry Bergh, President of the Society for the Prevention of Cruelty to Animals, has addressed a circular letter to the proprietors of the various slaughter-houses in the City, appealing to them to modify their present mode of slaughtering animals close to and in sight of one another, and recommending the erection of a canvas screen between the slaughter-beams and the animal pens.

A Lady Washington Reception and Tea Party was given last evening at the Presbyterian Memorial Church, Madison avenue and Fifty-third street. The office was tastefully decorated for the occasion with flags and streamers of red white and blue intertwined and gracefully looped at regular intervals. The entertainment opened at 8 P. M. with a tableau representing Lady Washington's Reception, all the characters wearing the appropriate costume. The proceeds are to be devoted to the Sunday-school of the church.

The first mortgage bondholders of the Monticello and Port Jervis Railway Company met in the offices of Lord, Day & Lord, No. 68 William street, yesterday afternoon, and appointed Messrs. Henry Day, Adam Norrie, and S. Ashton De Peyster Trustees, with authority to bid in the road on foreclosure, and form a new corporation. An agreement was signed authorizing the committee to obtain the signatures of the absent bondholders to this proposition. Foreclosure proceedings are now under way, and will be completed in a fortnight.

The reception of the Young Men's Charity Association, with the co-operation of the lady and gentlemen managers of the Charity Ball, in aid of the North-eastern Homeopathic Dispensary, took place last evening at the Lexington Avenue Opera-house in Fifty-eighth street. The dancing commenced at 10 P. M., supplemented by an elaborate supper. Among those present were Alonzo Gale, R. K. Styles, G. F. Opdyke, Daniel W. Morgan, E. C. Ripley, R. A. Van Wyck, Percival Knauth, Eugene Smith, S. S. Ward, Alfred Stephens, and many prominent politicians and Army officers.

Yesterday afternoon two Germans entered the jewelry store of J. B. Matthewson, No. 20 Maiden lane, and examined the stock, pretending that they desired to make some purchases. While one of the men engaged the attention of Mr. Matthewson, his companion walked off with a tray containing eighty-six lockets, valued at $250. The theft was not discovered until both men had disappeared, and information was then given to the Police. Last evening, Detective Elder, of the Central Office, arrested Emil W. Snyder, and Charles Lauterbach. The former was fully identified by Mr. Matthewson as one of the men who was in the store. The prisoners will be arraigned at the Tombs to-day.

Mr. Alvan S. Southworth, Secretary of the Geographical Society, delivered an address last evening before that body, in which he described the scenery and civilization of the new State of Colorado, saying that the State had 1,168 miles of railways. The public wealth has increased since 1871 from $20,000,000 to $70,000,000. The gains from gold and silver mining annually amount to $5,000,000, from coal mining $1,000,000, from stock raising $2,000,000, and from wool, lumber, and dairying $2,000,000. The speaker also said that the new State contained 200,000 acres of land under cultivation and 3,000,000 acres of irrigable land, and that it possessed very rich iron and coal mines.

BROOKLYN.

Capt. John Bigley, one of the Sandy Hook pilots, died of small-pox at his residence, No. 197 Dean street, Brooklyn, on Monday, aged forty years.

Last evening Denis McCarty, a boy eleven years old, was run over near the residence of his parents, in Vanderbilt avenue, by one of the street railroad cars, and seriously injured.

The referees and counsel in the Badeau case met yesterday morning in the Common Council Chamber, and after hearing some testimony from Mr. Seaman, the expert who examined the accounts, at the request of counsel for the defendant a postponement was obtained until May 6.

The Forty-seventh Regiment, Col. Austen commanding, has been ordered to assemble for drill at its armory as follows: Non-commissioned officers to-morrow evening, Companies B, G, I, and K Friday, and F, E, D, C, and A on Saturday evenings. The entire regiment, with band and drum corps, will be reviewed by Major Gen. Dakin at its armory on Wednesday, April 14, at 8 P. M. At the close of the review a hop will take place.

Mrs. Catherine Maxwell, residing at No. 114 East Tenth street, New-York, who was arrested on a charge of having caused the death of Miss Antoinette Fenner, of Hamilton avenue, Brooklyn, by malpractice, and against whom the Coroner's jury brought in a verdict, was yesterday discharged, by Justice Tappan, upon the ground that the Kings County Courts had no jurisdiction in the case. Another warrant, however, having been obtained against her, she was held in custody for prosecution.

Some time since Mr. Kaiser, a Sealer of Weights and Measures in New-Lots, East New-York, charged his assistant, Mr. Schultz, with obtaining money under false pretenses, of which charge the latter was recently acquitted by Justice Walsh. Schultz immediately commenced suit against Kaiser for false imprisonment. Last night the latter attempted to resist the Deputy Sheriff who had been sent to arrest him, but after a short struggle was taken to Raymond Street Jail, together with a companion who aided him in resisting the officer.

NEW-JERSEY.

R. T. Yates' cigar-store, on Clinton avenue, West Hoboken, was entered by burglars Monday night, and robbed of $800 worth of meerschaum pipes and cigars.

The new Belleville Avenue Congregational Church in Newark will be dedicated this evening. Rev. Dr. William M. Taylor, of Jersey City, will preach.

Edward Cosgrove, who was held as accessory after the fact to the murder of William Living